

*Fee paid \$400.00*

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

## UNITED STATES DISTRICT COURT

for the

Southern

District of

New

York

Division

20-cv-2764

Case No.

(to be filled in by the Clerk's Office)

Marc Goldner

## Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Ralph Edwards / Stu Billet Productions, Warner Brothers  
& See Attached

## Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

## COMPLAINT AND REQUEST FOR INJUNCTION

## I. The Parties to This Complaint

## A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Marc Goldner

Street Address

1022 Boulevard Suite 340

City and County

West Hartford, Hartford County

State and Zip Code

CT 06119

Telephone Number

5169841466

E-mail Address

marc217@icloud.com

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

## Defendant No. 1

Name	Ralph Edwards / Stu Billett Productions
Job or Title ( <i>if known</i> )	
Street Address	6922 Hollywood Boulevard
City and County	Los Angeles
State and Zip Code	California 90028
Telephone Number	3234622212
E-mail Address ( <i>if known</i> )	lverbit@ralphedwards.com

## Defendant No. 2

Name	Warner Bros., division of WarnerMedia owned by parent AT&T
Job or Title ( <i>if known</i> )	ATTN: John Rogovin
Street Address	4000 Warner Blvd
City and County	Burbank
State and Zip Code	California 91522
Telephone Number	(818) 954-6000
E-mail Address ( <i>if known</i> )	

## Defendant No. 3

Name	Larry Verbit
Job or Title ( <i>if known</i> )	
Street Address	6922 Hollywood Blvd #300
City and County	Los Angeles
State and Zip Code	California 90028
Telephone Number	3234696400
E-mail Address ( <i>if known</i> )	lverbit@dhvlaw.com

## Defendant No. 4

Name	Kelsey Devois
Job or Title ( <i>if known</i> )	SEE ATTACHED PAGES FOR OTHER DEFENDANTS
Street Address	SEE ATTACHED PAGES FOR OTHER DEFENDANTS
City and County	SEE ATTACHED PAGES FOR OTHER DEFENDANTS
State and Zip Code	SEE ATTACHED PAGES FOR OTHER DEFENDANTS
Telephone Number	(778) 345-5167

ATTN: Feldman, Kramer, and Montag  
 330 Motor Pkwy  
 Hempstead, NY 11788

E-mail Address (*if known*)kelseydevois@hotmail.com

## **II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (*check all that apply*)

Federal question

Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

### **A . If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

The defendants have violated my 9<sup>th</sup> Amendment Right of my God given Right to Privacy. The defendants had also purposefully induced me to enter into a contract on a fraudulent basis, forced me to sign an agreement under duress that was not the agreed upon contract, had acted in an unconscionable and unjust manner in the arbitration of my matter, brought the reputation of the Court system into disrepute, defamed me by spreading an objectively untrue story and caused me immense hardship as a result. I now have no other option but to approach the abovementioned Honorable Court on an urgent basis for injunctive relief.

Jurisdiction for this matter stems from the signed agreement between myself and Ralph Edwards / Stu Billet Productions requiring me to bring this matter in New York.

A contract was reached between Stu Billet Productions, a television production house who produces a television show titled People's Court ("People's Court" hereinafter) and myself. The terms of that agreement would, purportedly, protect my identity and also provide People's Court with certain protection against liability. As will be detailed more fully below, the contract was signed under severe duress and pressure. People's Court and their attorney, Larry Verbit, had disseminated my personal information in contravention of the agreement. When challenged on this, People's Court and Larry

Verbit indicated that they would rely upon the protective measures of the abovementioned contract and that I had no case. However, it cannot be that they disregard one term of the agreement (the protection of my personal information), but rely upon another (their purported protections). I had appeared on the show People's Court. While greater details will be set out below, it is sufficient to state that the arbitration process was a sham. Facts and documents were ignored in favor of creating drama, drama off which People's Court, and by extension their distributor, Warner Brothers, will profit at my expense and at the expense of not having my case properly arbitrated, despite the agreement to do so.

Moreover, People's Court and Larry Verbit, had with intent, malice and *mala fides* misrepresented a distorted version the facts of the events to AbbyNews, presumably to create even more drama and exposure for their show. This fatally flawed and incorrect version was, after publication by AbbyNews, picked up by a variety of other publications and has subsequently gone viral. As a direct result, I have suffered not only emotional damage, but my reputation and future has been irreparably damaged by the dissemination of that incorrect version by the aforementioned Defendants. AbbyNews had failed in their ethical duties and had not even bothered to contact myself for comment, thus they are equally to blame for this untrue and defamatory version going viral, as well as liable for the damage I had

suffered as a result.

The letter soliciting me to join People's Court (attached as an Exhibit below) had stated that my name would not be personally used as a person or as an officer of a corporation, yet it was. I was assured by Monique Gallo, Phil Spencer, and numerous representatives of Ralph Edwards / Stu Billett Productions, such individuals being duly authorized agents of defendants, that my personal information would be taken off the complaint prior to the arbitration hearing but during the proceeding the Judge, Announcer, and Defendants used my name personally even when my name was supposed to be barred from being used in the broadcast of the People's Court Episode. The Arbitrator also did not correct anyone to not use my name and in fact used my name herself and prodded on what my personal life was and where I go to Law School which was exposed to tens of thousands of people around the world. Because of the defendants' exploitation of this personal and private information for their own unjust enrichment without any regard for the financial, mental, or physical impact this would have on me, and the misrepresentation of the facts in the matter arbitrated by People's Court, my reputation has suffered immensely by that defamation. This exposure and damage to my name was due to Larry Verbit speaking to AbbyNews and stating my name to the media outlet calling me a "disgruntled litigant", this article later went viral on sites such as Reddit, Board Game Geek, Kickstarter, Facebook, etc.; the details of which are set out more fully below. I pause to set out that on or about 28 December 2019 and after the widespread publication of the untrue version of events, my company was banned off Kickstarter, causing significant financial damages to myself and my company.<sup>1</sup> This violation is a material breach of our agreement and should bar them any protection they would otherwise be afforded in terms of that agreement. Additionally, even though this matter was supposed to be settled and no further suits were supposed to be filed, the Arbitrator Milian decided to try and strip me of my Fifth Amendment rights by suggesting that Kelsey Devois would be allowed to take this same case into a different court completely ignoring my rights provided by the Constitution and further reiterating that there is no valid and enforceable contract with People's Court and/or its affiliates. United States v. One Assortment of 89 Firearms, 465 U.S. 354 (1984).

Ultimately, I seek injunctive relief preventing the episode from airing. Should the episode be aired, I will suffer additional and irreparable reputational damages. Moreover, I equally seek injunctive relief in the form of a public apology from the Defendants herein for the purposeful and malicious spreading of a false version of events, self-same spreading had damaged my reputation irreparably, caused me severe emotional distress and has caused me to be the recipient of negative backlash, including but not limited to death threats against myself, my family, and my loved ones.

A chronological ordering of the above information, as well as more details regarding same, is set out in the attached documents below.

## B. If the Basis for Jurisdiction Is Diversity of Citizenship

### 1. The Plaintiff(s)

#### a. If the plaintiff is an individual

The plaintiff, (name) Marc Goldner, is a citizen of the  
State of (name) Connecticut.

### 2. The Defendant(s)

<sup>1</sup> Kickstarter is an American public benefit corporation based in Brooklyn, New York, that maintains a global crowdfunding platform which my company had used to launch over 38 of its products and represents a primary distribution method that my company used.

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a. If the defendant is an individual

The defendant, (name) \_\_\_\_\_, is a citizen of \_\_\_\_\_.  
the State of (name) \_\_\_\_\_. Or is a citizen of  
(foreign nation) \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) Ralph Edwards Stu Billett Production, is incorporated under  
the laws of the State of (name) California, and has its  
principal place of business in the State of (name) California.  
Or is incorporated under the laws of (foreign nation) SEE ATTACHED FOR OTHER,  
and has its principal place of business in (name) SEE ATTACHED FOR OTHERS.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

The immeasurable damage that People's Court (and all affiliated parties) have caused to me have forced me out of work, have made me the victim of hate crimes, have made me effectively unemployable, have lied to the media and press about what I had said, had misrepresented me and what had occurred, had fraudulently induced me into a contract, refused to hear counterclaims, solicited me with a letter that they wouldn't use my name but did anyway, and caused undue mental distress that has made my life on my Law School's campus unbearable due to rumors that were spread as a direct result of their misrepresentation, selfsame misrepresentation being patently false because of the Defendants' conduct and inexcusable behavior to attempt to destroy my reputation, good name, goodwill, and ultimately my entire life. This damage to my reputation has additionally led me to have a severely limited social life, and the undue mental health and distress this has caused me has not allowed me to maintain a life outside of my home any longer due to the mental abuse that I've had to endure because of the Defendants' behavior.

Defendant No. 5  
Marilyn Milian  
6922 Hollywood Blvd #300  
Los Angeles  
California 90028

Defendant No. 6  
Monique Gallo  
6922 Hollywood Blvd #300  
Los Angeles  
California 90028  
[monique@peoplescourt.com](mailto:monique@peoplescourt.com)

Defendant No. 7  
Neville Johnson  
439 N. Canon Drive  
Suite 200  
Beverly Hills, CA 90210  
[njohnson@jillplaw.com](mailto:njohnson@jillplaw.com)

Defendant No. 8  
Michael Blaha  
2530 Wilshire Blvd.  
Third Floor  
Santa Monica, CA 90403  
[mike@blahalaw.com](mailto:mike@blahalaw.com)

Defendant No. 9  
Phil Spencer  
6922 Hollywood Blvd #300  
Los Angeles  
California 90028

Defendant No. 10  
Robert Paredes  
439 N. Canon Drive  
Suite 200  
Beverly Hills, CA 90210  
[RParedes@jillplaw.com](mailto:RParedes@jillplaw.com)

Defendant No. 11  
Abbotsford News, a Division of Black Press Group, Ltd.  
34375 Gladys Avenue,  
Abbotsford, B.C., B2S 2H5  
[Carly.ferguson@blackpress.ca](mailto:Carly.ferguson@blackpress.ca)

The defendant, Ralph Edwards / Stu Billett Productions, is incorporated under the laws of the State of California and has its principal place of business in the State of California.

The defendant, Larry Verbit is a citizen of the State of California.

The defendant, Kelsey Devois is a citizen of the State of British Columbia in Canada

The defendant, Marilyn Milian is a citizen of the State of Florida.

The defendant, Monique Gallo is a citizen of the State of California.

The defendant, Neville Johnson is a citizen of the State of California.

The defendant, Michael Blaha is a citizen of the State of California.

The defendant, Phil Spencer is a citizen of the State of California.

The defendant, Robert Paredes is a citizen of the State of California.

The defendant, Abbotsford News, a division of Black Press Group Ltd., is incorporated under the laws of Canada and has its principal place of business in British Columbia.

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the injunction or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

**A . Where did the events giving rise to your claim(s) occur?**

The events took place at 470 West Avenue, Stamford, CT 06902 on the production set of The People's Court.

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**B. What date and approximate time did the events giving rise to your claim(s) occur?**

The events giving rise to this claim took place roughly at 3PM on November 12, 2019.

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**C. What are the facts underlying your claim(s)? (For example: *What happened to you? Who did what? Was anyone else involved? Who else saw what happened?*)**

Please see the next pages which discuss the Statement of Facts.

Marc Goldner ("Plaintiff") respectfully submits these Statements of Facts pursuant to the legal requirements stated herein.

**INTRODUCTION:**

On or around October 28, 2019 People's Court, a "reality" television show centered around an egregious arbitrator purporting to seek justice and is produced by Ralph Edwards / Stu Billett Productions and distributed by Warner Brothers ("People's Court" hereinafter), had mailed a letter addressed to myself, Marc Goldner, stating that they are a Neutral Party to a case that was filed in Small Claims Court in NY. In terms of the aforementioned letter, People's Court stated that they "will pay for all of [my] travel costs", which they did not, that "[they] don't have to use [our] company and/or last name", which they did, and that they "will save [me] time", which they did not. I pause to set out that on strength of the misrepresentations contained in that letter, I was induced into concluding a contract with People's Court. On or about November 12, I entered into a written agreement with People's Court to appear on their show subject to the terms and conditions in that agreement. People's Court purports to be a legitimate arbitrator that will arbitrate matters between opposing parties in exchange for being allowed to film the said arbitration, but they are anything but legitimate; as will be detailed more fully below, the arbitration process followed by People's Court and their arbitrator, Marylin Milian, was unjust, unethical, ignored evidence presented, and favored creating television drama over actually arbitrating the matter. Marylin Milian not only denied us the opportunity to properly present our version, but also for us to present our counterclaim which was promised to be heard in our signed agreement with People's Court. In addition, the Defendants have all acted in bad faith, breached the contract that was signed, and the attorneys involved have broken their professional code of ethics by successfully bullying, threatening, and disclosing private information, such as the University at which I attend Law School, my full legal name, my company's name, and private emails to the public relating to my personal life and this case. For the foregoing reasons, as a result of the People's Court's fraudulent misrepresentations and blatant non-adherence to their own contract with me, I had suffered damages while they were unjustly enriched at my expense. In order to profit from my complaints against them, People's Court and their attorney, Larry Verbit had disseminated a false version of events to Abbotsford News by means of their publication AbbyNews ("AbbyNews" hereinafter). The clear purpose of this was to create drama and drum up interest and exposure from the controversy for the upcoming episode. As such, the Defendants were unjustly enriched by their *mala fide* actions and spreading of a false and defamatory version, selfsame unjust enrichment was at my expense and at the cost of my reputation and good name.

**JURISDICTION:**

The abovementioned Honorable Court has jurisdiction to hear this matter by virtue of a clause in the agreement between myself and People's Court stating that any legal disputes must be brought to a

Court in New York. Even though the legality and enforceability of the contract is in dispute, no doubt the Defendants would take measures to dismiss any application on the basis of that contract had we not brought it before the abovementioned Honorable Court.

**URGENCY:**

I submit that the abovementioned Honorable Court ought to hear this matter as one of extreme urgency. The television episode is scheduled to air on or about 10 April 2020. If the abovementioned Honorable Court does not come to my aid before then, I will suffer additional irreparable damages as a result.

**FACTS LEADING TO THE BRINGING OF THIS MATTER:**

In the days leading up to November 12 2019, I was contacted numerous times by Monique Gallo (hereinafter "Gallo"), who identified herself to me as a producer of People's Court. At all material times I had believed that she was a producer of People's Court. In our numerous discussions Gallo was used as a shield for an executive producer Phil Spencer (hereinafter "Spencer") and would only relay secondhand information. Gallo assured me that I would be fully reimbursed for all travel expenses, that the parties attending would be reimbursed, that we would be reimbursed for leaving our two dogs with a sitter, that this would be a maximum one hour affair, that we had a case "that was going to win if we agreed to go on", that my name and my company's name wouldn't be used, nor would my name as an officer of the LLC be used under any circumstances. Additionally, Spencer *via* Gallo confirmed that we would have our counterclaim heard of \$5,000, which it was not, and that our names and a list of affiliated names, entities, and properties would be barred from discussion during People's Court, which they were not. Gallo had assuaged me into signing the contract claiming that this was a "sure thing." I had sent edits to the contract to be made prior to signing, and I was told they would be implemented, upon being presented the contract in Person and assured that all changes were implemented, I signed. On the day of November 12, 2019 the People's Court episode was scheduled to be filmed with Kelsey Devois (hereafter "Devois"). On the day of the filming, we were asked to arrive at around 10am by Gallo, which we did, and told that our case would be heard within an hour. Five hours later and still nothing. We were sitting in a small room with mesh chairs while the other cases went on. We were treated like property rather than people. Despite the aforementioned promise that it would only take one hour, five hours later and our case still hadn't been heard and no explanation was provided to us as to why it was delayed when we had kept asking someone every single time we saw a staff member pass by, because I was going to miss my Law class that evening which I told them I could not miss, and our dog sitter was only able to watch our puppies for the hour, plus travel time, that was promised to us, which has caused the latter circumstances of one of our two Cavalier King Charles Spaniels to develop severe separation anxiety and have forced us to partner with a Dog Trainer to help alleviate his condition. My public comments of seeking help for one of my dogs has been ridiculed that I am a dog thief, and has escalated to further Reddit threads claiming I am a murderer, stemming from this. While it may seem crazy to think someone can make that leap of logic from being on People's Court to being

a convicted felon, this is what the defendants incited and what they have caused to occur in my life. Further, to our outrage, we were told we were not allowed to use the bathroom without being escorted to the bathroom and having someone stand guard outside the door. The sheer audacity of the People's Court to not allow my elderly mother to go to the bathroom was an unacceptable occurrence at an event that was supposed to have a just and speedy hearing. This authoritarian attitude did not make us feel like guests on a show but once again like the prisoners we were. At one point we had to wait for an hour until a staff member could find a security guard to "escort [you] to the restrooms supervised." We were only given breakfast after asking over a dozen people for four hours and this was simply because the docket of cases went longer than expected, and there was, from my understanding, a union Screen Actors Guild requirement to offer lunch and a recess after a certain number of hours on set. We were informed that if we left to eat and our case was heard in that time we'd immediately lose and felt that we were imprisoned and had no way of escaping this jail cell.

In the moments leading up to the hearing, suspiciously Spencer suddenly arrived after I had requested to meet with him several times and I was presented with a statement that the announcer would read, I protested at this and made hard copy edits which I have pictures to prove but instead none of these changes were made and they still used my name as I entered the room. Immediately prior to being called, I was taken to the dressing room for "make-up" so that they could put anti-shine on my face for the camera. To my utter shock and complete surprise, once again Spencer finally arrived despite after my numerous requests weren't met previously. I made numerous attempts to get him to address my previous requests, grievances, and issues that I had taken up with People's Court countless times at this point. It was here in the dressing room that Spencer admitted that this case was very "involved" and that it was too late to back out at this point but that they would review the entirety of the over 200 documents of evidence that we were to present in the next five to ten minutes, which they did not. Spencer went out of his way to come and protect the People's Courts interests and prevent me from leaving the show by trying to convey that I would lose everything and be forever shamed if I left.

Minutes before having to go onto the show and present our case, an associate producer whose identity is not known to me other than their position as associate producer arrived with a copy of the contract. I was told Gallo is working from home. Due to the time constraints and the threat of any delay causing a loss by default, I did not have the time to review the contract. I was pressured into signing it immediately. We were informed and reassured by Phil Spencer's agent that the changes we had requested and provided to People's Court had indeed been implemented into the document. As stated above, I was under duress to sign the agreement as we were about to proceed with the matter and feared that, if I did not sign or delayed signing it, we would lose our case outright by default, much as we were further informed that if we were away to go and eat something and our case was called and ready to be heard, that we would lose our case. Seeing no other option at the time and being under

such pressure, I signed the agreement. I later found out there was an inherent mistake in the contract and everything remained unchanged. That mistake specifically did not include the counterclaim that was supposed to be heard, it did not include the names to be barred from discussion that was to enclose a numerous list of nearly 30 names, properties, and entities, and the provisions we requested to be edited which we told were changed, in fact were not despite assurance that we needed to sign this quickly before we entered the courtroom without being offered the time to have it reviewed by an attorney or even have the time ourselves to read the contract. At the time of the signing, we were told that it was "too late to back out now," that the arbitration was going to happen with or without me, and if I didn't go on set that it would make me look horrible. I was also told that the only way I was going to have a chance at winning this arbitration was to sign the agreement and appear on the show. In the moments leading up to the hearing we were ushered into a staging area where we were informed that my significant other, and business partner, was barred from attending the show and was restricted to the audience. There was no explanation for this, and we had no time to think of what to do. Within minutes I was asked to enter the room as the announcer introduced me by full legal name, ignoring my edited version of my introduction, and instead deciding to call me a "card shark", insinuating a negative connotation of my presence in the courtroom right out of the gate. I state for the record that I am not a "card shark." Rather, one of my various businesses is a distribution agent for card games, books, collectables, and toys, often acquiring licenses and/or rights from creators for distribution. The publishing side of one of my businesses, while similar in name, is not the same company as that of the distribution business I am a part of. To state for the record, my involvement in the sales and distribution side of this business is at a minimum. While representatives of the company I work for attend dozens of business trade shows and consumer conventions each year, I only attend two locally in New York: New York Toy Fair, and New York Comic Con. I am regionally located and locked due to my first year of studies in Law School. Our business also involves providing advances, assistance and advice to creators for the completion of certain intellectual properties with the goal of finalizing those properties for retail purposes. The defamatory allegation of "card shark" is utterly false. The tone, word choice, and actions taken by People's Court and its affiliates here were grossly negligent and from this point on I felt trapped. I was already poised to be on camera in moments outside the staging arena and was informed by one of the on-set production managers that I could not back out of the situation, and if I did, I would lose by default. I pause to note that I was induced into agreeing to go onto People's Court by the representations of Gallo, the very selfsame representations that were being proven to have been materially false by the actual filming and how my matter was handled. At all material times, Gallo is on information and belief and employee and/or agent of the Defendant Ralph Edwards / Stu Billett Productions and People's Court with the authority to bind them by her actions and representations.

**PLEASE SEE ADDITIONAL FACTS BELOW**

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During the arbitration hearing, the arbitrator, retired Judge Marilyn Milian (“Milian” hereinafter) continued to ask me personal questions that had nothing to do with the case at hand. Out of respect for an honorable retired judge, I answered each question without hesitation and to the best of my ability. However, this was later used against me. Milian refused to allow me to present documents and evidence proving our version of the facts to be true, hear case law, or even simply have the courtesy to read and review our documents that were printed out, spread on the table, and ready to be discussed. Instead Milian pretended to read and review documents that I could see were blank and feigned ignorance due to being unaware that email threads go from the bottom up to the top, whether or not an email is considered the most recent email versus the oldest email. This is a disgraceful act that a retired Judge chose to favor theatrics instead of holding up the justice system to an oath she has taken long ago. The “hearing”, if we can even call it that, continued on as nothing more than a farce because of Milian’s inability to keep the story straight for the camera which caused her to break character on numerous occasions and re-film certain segments. Milian was rushing because she thought she had found something but didn’t have the patience to read all the documents we provided or the mere simple courtesy to ask or understand that an email from someone else at the company I work with had nothing to do with me, she mistook dates, made up documents, and paraphrased things I had said to make me look outrageously bad. Clearly, this illustrates that the People’s Court isn’t interested in arbitrating matters fairly and justly, as was represented to me by both their Initial Letter, Gallo, and later Spencer. Rather, they had, in my case at least, twisted the facts for the sake of creating an untruthful court-room drama, unjustly profiting from their false and *mala fide* version at my expense.

What they should have done is said that this is too complicated for our short timelines and that we should have resolved this in regular court, since Milian has an ethical obligation to provide justice, and if they weren’t able to review the hundreds of documents we provided in a short time frame and allowed us to introduce evidence, then they should have said that this case was not for them, but they chose to use our goodwill and good name to profit on their show and then used their counsel, Larry Verbit, to go to the press to advertise the show to try to make the controversy go viral, which they did on sites such as Reddit, Board Game Geek, and on various media outlets owned, affiliated, and/or operated by AbbyNews. To explain how this went viral, there have been thousands of comments about me, there have been “watch parties” of people that have planned to watch this on the date that Verbit told AbbyNews it would air, and subsequently, I have received a myriad of emails, phone calls, and death threats. Additionally, as more and more people found out about this on various sites on the internet, I had to file a police report as I was starting to receive phone calls and hate crimes calling me Jewish slurs and slangs, as well as calls for my Significant Other to die of Cancer after she had a bone tumor removal surgery in her hand.

On or about December 21, 2019, Larry Verbit had spoken to AbbyNews and had disclosed the private information, including my personal name, as discussed herein. Milian didn’t give herself the chance to read the emails they were talking about and disgracefully spoke about a Billion Dollar franchise that we license in a mocking way that has damaged our relationship with other partners, licensors, licensees, affiliates, vendors, etc., effectively committing tortious interference. For example, since Verbit went to AbbyNews to defame me, we have had several collaborators request to terminate their agreement

with my company at any costs which have caused both my company and myself significant financial losses. Additionally, we've had numerous vendors and distributors assign the reason for refusing to carry our products is because of the People's Court issue and fan outrage and what "I had done", but in reality what I had done was nothing more than simply try to save myself some time and money by arbitrating this small claims case in Connecticut, an hour away from my Law School, rather than going to New York's Small Claims Court numerous times until this would have ultimately been resolved regardless. Since this event, I have been caused considerable losses and me and my business have been put into financial distress because of the defendants' tortious actions. While my company is not a party to this suit, the damages it suffers affects my ability to earn an income. The resulting damage to my personal reputation, thus affects my reputation as a businessman, and the relationships that not only I have cultivated over my entire life, but also the relationships my business partners and associates have been able to establish. The resulting blows have harmed many people, and this harm leaves me feeling ultimately responsible and emotionally distraught over something that could have easily been avoided outright if the defendants had held to their agreements. If Milian had done her due diligence as an arbitrator and taken her time, rather than rushing through the case, then she ought to have allowed us to make the representation that the emails she was reviewing were being read in reverse chronological order because of how Google's Gmail prints out emails. In one breath, Milian attempted to bar me from naming the person named in the emails, as the emails she was citing were not from me but a former collaborator, then in another after I was silenced when I was respectfully speaking she said his name for the camera like it was no big deal. This further illustrates the show she was putting on to get 'highlights' for the camera that made me look like a foolish litigant and the "bad-guy" in the arbitration, when in reality I am anything but. Her misrepresentation of the timeline of events, could never have helped our case and thus the wrong decision was ultimately formed. Milian's complete flamboyant disregard, disgraceful actions, and unethical adherence to her obligations as arbitrator to properly hear matters is further evidenced by her loyalty to her producers at People's Court over the justice system she has sworn to uphold. The fact that she holds herself up as a judge on the show is a travesty to the entire justice system and brings the justice system into disrepute. Indubitably, Milian's actions will harm and damage the public's perception of the Courts and I humbly submit that the public apology sought from her will go a long way to restore the public's faith. I was further embarrassed when at one point or another an affiliate of the People's Court had attempted to put words in my mouth to elicit a reaction from me once the show was over, telling me what I had done was wrong and to have learned from this experience to never do this again; I was shocked at this scripted performance and appalled; thus, I simply wished Devois luck in her future endeavors rather than trying to feed into these bully tactics you'd otherwise find on a playground. When the People's Court tried to tell me what to say on camera in the post hearing interview that is when I became most suspicious that not everything was as they had told me in terms of how the arbitration would play out. Milian has a history of providing blank papers to Defendants on People's Court as can be discovered from other's accounts online. Milian, through her disregard of her ethical duties, has

successfully turned what the Defendant's call a court room into a three-ring circus, and, by virtue of the fact that she is a retired judge, brings the entire legal system into disrepute by her actions. The abovementioned Honorable Court ought to take a dim view of the damage retired Judge Milian is causing to the Court's reputation by her miscarriages of justice. Equally so, the Honorable Court ought to take an equally dim view of the Defendants who have allowed such a mockery of the justice system to continue while they profit from it. It pains me as a Law Student to witness these events occurring, I find it no longer hard to believe why a large segment of our population is unaware of the way our legal system works, and I posit it is in such disarray from the public eye because our mass public is constantly fed with a television show like People's Court which is posing as a real court of law and making a mockery of what a real trial would actually consist of. I can only imagine how many thousands of people have been disadvantaged by the unethical behavior of this destructive television personality.

As the case was winding down and I realized that this was all a set-up and ruse to create as much drama as possible, I attempted to ask Milian a question but was ignored repeatedly. Seeing that I had no chance, I sat in silence, never interrupted Milian, and waited for my chance to speak but was cut off as the camera crew would just let Milian have her "moments" on TV that could be used for advertising, 'highlights' if you will, that would make me look bad and Milian look like the superstar. Further, Milian had asked me questions that she knew I was unable to answer as they were part of the list of barred topics that were submitted to People's Court *via* email to Gallo. Those questions made me further look foolish as they related to emails that were not written by myself and she attempted to embarrass me by claiming I should be responsible for every email sent out by the company I work for. To understand the scope of that outrageous claim, personally I have had over 100,000 emails, all of which have been read, just to my own name. These emails were not spam or advertisements, but actual business dealings, and to go out on a limb and claim I should equally be responsible for each and every email sent from my associates at work is simply an impervious request that couldn't be met by the highest trained executives in this country. The court was adjourned, Milian barged out of the courtroom without allowing for any questions or rebuttal, and then moments later, Milian returned from her Chambers. Once again, she incredulously used my Full Name. Outraged by Milian's blatant disregard for my personal privacy, I immediately protested to a producer of their breach of contract. They attempted to hide behind an alleged release in the contract, but that release was signed prior to their negligent conduct which would shred the shield and bar them from liability of their *mala fide* actions. My protestations were met with them confining us to a room with two bouncers stationed outside the door blocking any and all exits. My parents had attended this show and my mother felt intimidated and asked if she should call the police. We were briskly "escorted" off the premises for simply requesting a motion for reconsideration and showing evidence to our case that was not reviewed. We were met with a toneless fake apology of "things happen, there's nothing we could do with the time constraints." This mockery of an apology came from a man claiming to be an attorney. He refused to give us his name, email address, contact phone number, or business card, continued to berate us and kept saying, "yeah yeah yeah we get it you don't want it aired

because you lost" and we explained repeatedly that we didn't want it aired not because we lost but because the information that was reviewed and read was incorrect and the wrong story is being told. His assurance that someone would reach out immediately was another lie told by the People's Court and I was the one that had to reach out countless times before ever garnering the semblance of a legitimate response. Furthermore, I had to find out that the date the show was airing from libelous article posted by AbbeyNews instead of from the producers of People's Court, further illustrating their breach of the contract that isn't valid regardless. This injustice is unacceptable and has allowed the shameful People's Court to hide behind a façade of who they really are, another deceptive Hollywood entity, in this instant case: a kangaroo court that is happy to ruin the good reputation of both real Courts and participants luring them in by seducing them with fraudulent promises, all the while making money off their *mala fide* and fraudulent misrepresentations and made-for-TV "justice". On or about November 12 2019, a person on information and belief to be a representative of People's Court, who alleged to be an attorney, attempted to intimidate us into not pursuing this matter further by saying that their big parent, Warner Brothers, would squash us before we even got to court, that they would "destroy us in court if we even attempted to file a claim against them" and that no matter what we said they would file Rule 11 sanctions against us because we have released them from "doing anything [we] want with your names and likeness." I can only imagine that this is standard procedure for them and that they have done this before both at my expense and at expense of others in a similar situation. This latter thought calls into question the prospect of a class action against the defendants at a later stage. Through a simple google search, this appears to be repetitive behavior from Milian who has continually had blank pages in front of her pretending to be actually analyzing the case and making a decision in the name of justice, but instead uses her power to assert authority to decide who she wants to win with no evidence. I am searching for legal advice and counsel to bring a claim for damages in the future, but in the present instance, I have no other option but to approach the abovementioned Honorable Court in order to obtain injunctive relief to prevent the airing of the episode and halt further damages caused to my reputation. Given the global pandemic of COVID-19, it has been rather difficult to make it out to New York to find counsel and share this case with them in order to bring a suit for causes of action including but not limited to Defamation, Unjust Enrichment, Breach of Contract, Fraudulent Inducement, and Fraud in a requested Trial by Jury.

Over the next few days following the filming of the episode, we emailed Gallo and demanded this episode not air, it took a week to get any kind of response that had some substance. Soon after the case, we finally heard from an attorney, Michael Blaha (hereafter "Blaha"). Blaha's refusal to yield a phone call was evidence of People's Court's counsel to refuse to resolve this matter amicably. Shortly after Blaha's outrageous email saying that their release barred me from suing them for anything, he was removed as attorney of record and replaced with a new firm, Johnson & Johnson. Both attorneys Robert Paredes (hereafter "Paredes") and Neville Johnson (hereafter "Johnson") strung me along for weeks. They refused to return a dozen phone calls, they weren't prompt in replying to emails, and constantly made excuses

allowing them the luxury of Christmas Break as the icing on the cake. After being fed up, I started to research who was behind all this and found Larry Verbit (hereafter “Verbit”).

On or about December 21, 2019, a news article was published by AbbyNews. This article contained false and defamatory statements regarding myself and my case as it was heard on People’s Court. The article also disclosed my personal information, despite repeated representations from People’s Court that my personal information would be kept private. In that article, an individual by the name of Verbit was identified as being the chief legal counsel for People’s Court. Upon investigation, I found that Verbit was the abovementioned attorney who said that I was a “disgruntled litigant” because I lost. Verbit, who is supposed to be a neutral party to help Devois and I resolve our case, showed his true colors that People’s Court and their affiliates have only one objective, and that is to make their show look good at the expense of anyone’s life, liberty, property, as well as prospective litigant’s mental and physical well-being. I pause to note that AbbyNews did not reach out to me for a statement despite being placed in possession of my personal information by Verbit and Devois. I do not know why they had elected not to do so, but based on the previous conduct to suppress any counter-narrative by both Verbit and the other Defendants, as described above, I can only speculate what was said to AbbyNews in order to have them violate their own journalistic ethics in such a way. AbbyNews published a one-sided story riddled with factual inaccuracies, untruths and defamatory statements, including Verbit’s and Devois’ remarks titled “Abbotsford woman wins legal battle over board game on reality T.V.’s ‘The People’s Court’”.<sup>2</sup> The comments on the aforementioned article further illustrate the nature of the undeserved backlash I receive. That article wound up going viral and causing my reputation to be damaged beyond repair. In a last attempt, I tried calling Verbit and I was met with a swift “How did you get this number?” the moment I said who I was. He immediately followed up with, “are you recording this call?” I could tell that he was audibly and clearly shaken and worried by the fact that I had called him. He then proceeded to stonewall me for over a month before saying that we had no case, they were proceeding with the airing and was simply sorry that he said such things to the media. He tried to placate my existence in this whole ordeal by saying I looked like a “gentleman” on the taping he had seen of the edited version of the episode, but refused to show it to me, or bar its release to the public on April 10, 2020. All the parties and attorneys involved have acted negligently, breached their contracts, have become unjustly enriched at my expense, have falsely misrepresented facts, and have effectively destroyed my life for the foreseeable future.

As mentioned above, on or about 29 December 2019, my company was banned from Kickstarter. I believe this is a direct result of the public backlash both myself and my company received from the defamatory and objectively false version of events published by AbbyNews. This illustrates once more the severe damage to my reputation I had suffered in that a third party crowd funding company, who has

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<sup>2</sup> <https://www.abbynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-s-the-peoples-court/> accessed on 28 March, 2020

no interest in the current controversy, has closed its doors to me on the basis of these untruths spread by the Defendants.

Further, the People's Court various counsels filed a motion for reconsideration without my consent based on my emails back and forth that did not include the totality and full body of my argument. Even without all the facts being considered, Milian still overturned her abrupt decision on the show. In the overturned judgment she stated that she didn't know that the original complaint that Devois filed didn't have an Intellectual Property dispute claim and cause of action within, but was for only \$500. Ultimately, the decision Milian made during the taping was reversed. However, People's Court is still refusing to bar the episode from airing, no doubt seeking to further gain from the attention it's already accrued in the previously mentioned online platforms. I do not know whether the airing will include that the matter was overturned. Moreover, even if it did include the overturned judgment, the reputational damages I had suffered remains. I pause to set out that also, despite the overturned judgment, Verbit, Devois and People's Court have failed to issue public corrections and the abovementioned article still remains online and accessible, showing what a sham People's Court really is. As such, I humbly submit that lack of action taken by the Defendants due to the overturned judgment by Milian illustrates the *mala fides* and intention to profit from their unethical and unjust actions. Milian tried to make a fool of me publicly and claimed that Devois could sue us again even after signing an arbitration agreement that says she couldn't ever sue us again; this I believe further illustrated that even Milian herself knows that the Contract signed on November 12, 2019 between the parties is unconscionable, unenforceable, invalid, void, and filled with the mistakes mentioned herein.

Over the past several months, and since the AbbyNews article was published, I have been met with numerous death threats, phone calls calling me deplorable Jewish slang, which is classified as a hate crime. I've had to endure my professional career completely being destroyed; I've had to defend myself against constant rumors that I am a scammer because of the Defendants' statements to the public about me. I have had people unknown to me show up at my parents home, which is not only frightening but the location of my parents home was made public by the Defendants in their reference to my name and my company's name which people searched online once it went viral to find the small claims case docket files which contained an address linked to me due to the abovementioned article. I've had police reports filed in an attempt to protect myself and my loved ones from random strangers arriving at my home and the death threats my loved ones and I have received. I've had to endure mental distress that has prevented me from leading a normal life. I have suffered immensely due to the *mala fide*, fraudulent and unethical actions of the Defendants, as set out above, all the while, the Defendants stand to profit from those selfsame deplorable, unjust and indefensible actions through *inter alia* the publicity gained from both the episode and the defamatory and materially incorrect article published by AbbyNews that has gone viral. The goodwill I have developed my entire life has been effectively destroyed due to their lies and

misrepresentations. I have made every attempt at resolving this matter but have been unable to and have no other option but to approach the above-mentioned Honorable Court on an urgent basis. I pray this court will grant this injunction and prevent this People's Court episode from being Aired on April 10, 2020.

As I had stated above, the reversed order granted by Milian amounts to evidence that the version I set out herein is correct. However, my reputation continues to suffer damage while the article from AbbyNews remains available online without correction, as any search online either leads to the article directly or leads to discussions on other forums, such as Reddit, Board Game Geek, etc., regarding the defamatory untruths contained therein. As such, I pray for injunctive relief against AbbyNews in that the article be taken down and an apology be issued by AbbyNews. Additionally, I pray that the Court will grant injunctive relief in the form of the other Defendants likewise individually publishing a formal public apology for their actions in an attempt to curtail the continued damage to my reputation. As I had stated above, I am consulting with my attorneys regarding bringing a defamation matter in the future, but such a case will likely take a significant amount of time to formulate and hear. Until the finalization of that case, I humbly pray that the abovementioned Honorable Court will come to my aid to at least stymie the unjust damage inflicted to my reputation. While still taking legal advice, the damages I, my emotional wellbeing, my reputation, and my financial future had suffered far exceeds \$ 10,000,000.00, selfsame being an amount for which I plan to sue in future. However, without the abovementioned Honorable Court's urgent and timely intervention herein, I stand to suffer significantly more by the airing of the show, due to the fact that the Defendants have elected to not set the matter straight by apologizing and publishing and circulating the reversed order by Milian. As such, I pray for the Honorable Court's intervention herein.

I am saddened that this situation came to this. If this were a show run by ethical and honorable individuals that cared about upholding justice, this never would have happened. The Defendants through their actions have effectively destroyed my morale and completely diminished my reputation to a point where I have been disgraced by everyone I've ever known and likely anyone that I will ever meet. I want to thank Your Honor for hearing this case I faithfully present to you.

**IV. Irreparable Injury**

Explain why monetary damages at a later time would not adequately compensate you for the injuries you sustained, are sustaining, or will sustain as a result of the events described above, or why such compensation could not be measured.

If the People's Court episode airs, regardless of their claims of retroactively changing my name, would cause permanent reputational damage. People's Court alleged they would air the episode within 90 days but instead of adhering to their strict schedule, it appears that they postponed the date of the airing of this production due to the Coronavirus where there are more people at home to watch this episode that they have been promoting more than I have ever seen of any People's Court episode in the past. This unprecedented viewership would prove to cause irreversible injury to my good name. The publication by AbbyNews, based on the information provided by People's Court and Verbit, has already identified me, rendering any change of name moot. As a Law Student, I fear even taking the bar with these untruths hanging over my name. Hundreds of students have spread false rumors about me because of Larry Verbit's statements to the Abbynews' falsely reported story and their purposeful attempt to misquote me. Money damages alone could never make up for the mental anguish I have to endure on a daily basis where people call me threatening to kill me. I fear for my parents and my loved ones. Their house has been egged, their souls tormented, and I am scared that someone might hurt them to get to me. No amount of money can adequately fix that. Money can never substitute the anxiety and worry I feel when waiting to hear one day that someone did something to my parents. I feel shame and responsibility toward my family, especially since then my parents have trouble living in their own home and are unable to sleep at night for the fear of the safety for both themselves and their eldest child. There is no amount of money in the world that could adequately repair the pain I've felt in hearing my significant other contacted every day and told that she ought to die of cancer when she was just diagnosed with a bone tumor. There is no dollar figure that could allow me to properly measure my potential earnings in my business or future career as an attorney and policy maker if this television show is allowed to air. I have been forced to block certain keywords that have allowed me to grow my personal brand and my business because of constant threats, "internet trolls", and defamatory remarks that have prevented me from selling anything or building my personal brand anymore. I have been in my present business for six years and have had stellar years of growth but all that has been torn down now. It is important to note that even if money were paid to me, my reputation would still be in shambles due to the defendants' grossly negligent conduct. I will suffer severe hardship if the injunction is not granted. Any hardships suffered by the Defendants are due to their own *mala fide* actions; but the defendants in reality have not suffered and will continue to suffer absolutely no hardship from this injunction being granted as the only thing that could come from this is the truth being brought to light. As such, the balance of hardships favors me and the granting of this injunction. It is in the public interest that the truth be told and that where individuals unjustly profit from *mala fide* actions, that it be set right. As such, I submit that the granting of this injunction is in the public interest.

**V. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

I am simply asking the court to prevent this episode of People's Court from ever airing and grant an injunction to that effect. In addition, for People's Court to be forced to publicly apologize on their website and on air and I would like to see a recording of the taping that was circulated, a list of the people to whom it was circulated, all sent to my private email address and then destroyed once I confirm its receipt.

Further to the aforementioned, I pray that AbbyNews, and all mentioned websites and news outlets, be ordered to remove the article from their website and any/all other online forums that they have control over or have referenced myself, Marc Goldner, or my name attached to my Company's in any negative light. Additionally, that AbbyNews publish on the front page of their website in reasonably conspicuous place and on any other

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publications that they publish, whether physical or digital, on the front page in a reasonably conspicuous place, an unconditional public apology for publishing an untrue and defamatory story, purposefully misquoting me, twisting the truth of the story, reporting truthfully on the overturned judgment, publishing the overturned judgment, and setting out that they had failed in their journalistic ethics on not contacting myself for my version of the story, *alternatively* any apology as the abovementioned Honorable Court directs.

Further to the aforementioned, that the other Defendants publish on their own websites (if applicable) *alternatively* on another widely circulated online forum an unconditional public apology, setting out the correct version of events and attaching the reversed judgment.

Now, after all the hardships the defendants have put me thorough, they have forced me to drive to the hotbed of the COVID-19 Pandemic, New York City, in order to file this complaint in order to save my future.

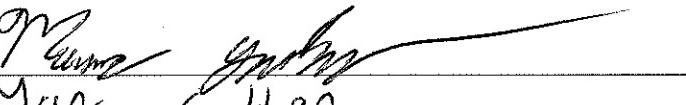
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**VI. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 03/19/2020Signature of Plaintiff Printed Name of Plaintiff Marc Goldfarb**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney \_\_\_\_\_

Printed Name of Attorney \_\_\_\_\_

Bar Number \_\_\_\_\_

Name of Law Firm \_\_\_\_\_

Street Address \_\_\_\_\_

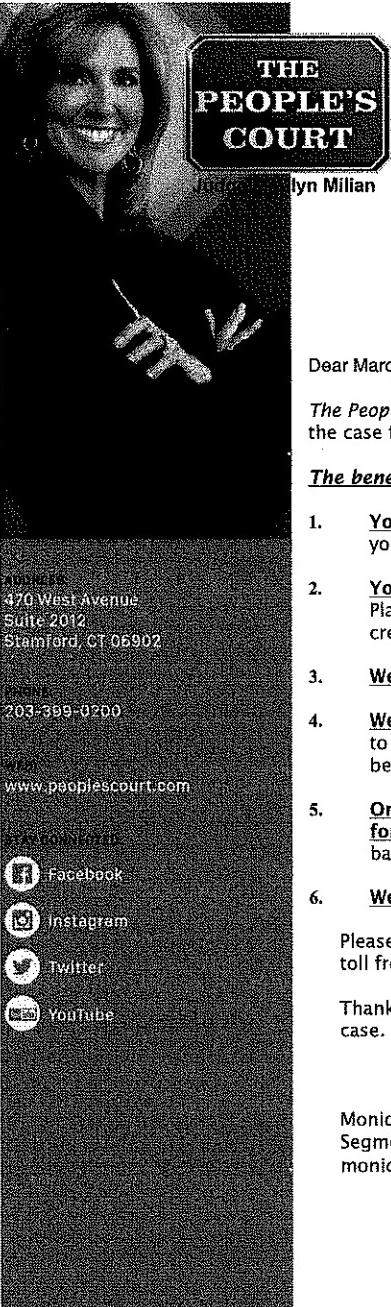
State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

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## Exhibits



November 6, 2019

Dear Marc,

*The People's Court* with Judge Marilyn Milian is interested in reviewing the case filed against you by Keisey Devois for \$500.

**The benefits are:**

1. **You will receive \$250 for your time**, should the Judge rule in your favor.
2. **You will not have to pay**, should the Judge rule in favor of the Plaintiff. In addition, there is NO report made to your personal credit record.
3. **We will arrange for your travel at no cost to you.**
4. **We will save you time**... only doing 10 cases a day as opposed to hundreds that are scheduled in your local court allows you to be in and out quickly.
5. **Once the case is decided in our forum, the matter is closed forever.** The Plaintiff cannot appeal the decision or take you back on this matter!
6. **We don't have to use your company and/or last name.**

Please call me to discuss these benefits further at: 718-722-0581 or toll free at: 888-505-6950 and ask for Monique.

Thank you for your time. I look forward to helping you with your case.

Monique Gallo  
Segment Producer  
[monique@peoplescourt.com](mailto:monique@peoplescourt.com)

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"Just to let you know you don't have the rights to the game," Goldner wrote.  
"The Judge erred and [made] a wrong ruling. You can't have the money AND  
the rights back. I'm in law school Kelsey."

This is a snippet from the Abby News Article which purposefully makes me out to appear like I'm making a demand and as they had stated threatened that I'm in Law School, which I did not. Below is the actual email that continued past "Kelsey". My simple statement of being in Law School was to emphasize that this was a ruse and not a real court of law; and that I understood this because of my time in School.

To clarify, I had only told Devois ONCE that I was in Law School.



Golden Bell Studios <marc@goldenbellstudios.com>  
to Kelsey ▾

Fri, Nov 15, 2019, 2:16 PM

☆ ↗ ⓘ

Just to let you know you don't have the rights to the game. The Judge erred and make a wrong ruling. You can't have the money AND the rights back. I'm in law school kelsey and that was a nice TV show. Not only are we suing you for showing evidence that was dated from 2017 and presenting it as 2019 which is perjury but we're suing the judge. You sued for \$500 not the rights, the retired Judge who is just an arbitrator has no ability to grant you the rights to the game without even specifying WHAT rights when you didn't sue for the rights but sued for the money. Just letting you know!

...

Goldner says he is in law school and alludes to it frequently in his correspondence with Devois.

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tdjarmen Ticket To Ride 181 points · 3 months ago



"I'm in law school Kelsey!" New meme of the board game community.



thefinancethrowaway 91 points · 3 months ago



His law school should kick him out for the ethics violation of trying to use "I'm in law school" to intimidate people.



thefinancethrowaway 60 points · 3 months ago



Good god.

Including "I'm in law school" in this manner is a pretty good way to ensure that you never get admitted to any bar association.

Plus it's so, so tacky.



Andy Nicholas Just goes to show what Marc is REALLY like.



Like · Reply · 13w

3

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kickstarter.com>

Thu, Dec 26, 2019, 1:32 AM



16:07 12:19  
< > ^ v

no-reply@parastorage.com  
To: Marc@goldenbell.tv >

New message via your website,  
from [kittysilly@gmail.com](mailto:kittysilly@gmail.com)

Un visiteur du site vient d'envoyer un nouveau  
formulaire de contact  
<https://www.goldenbellstudios.com/>

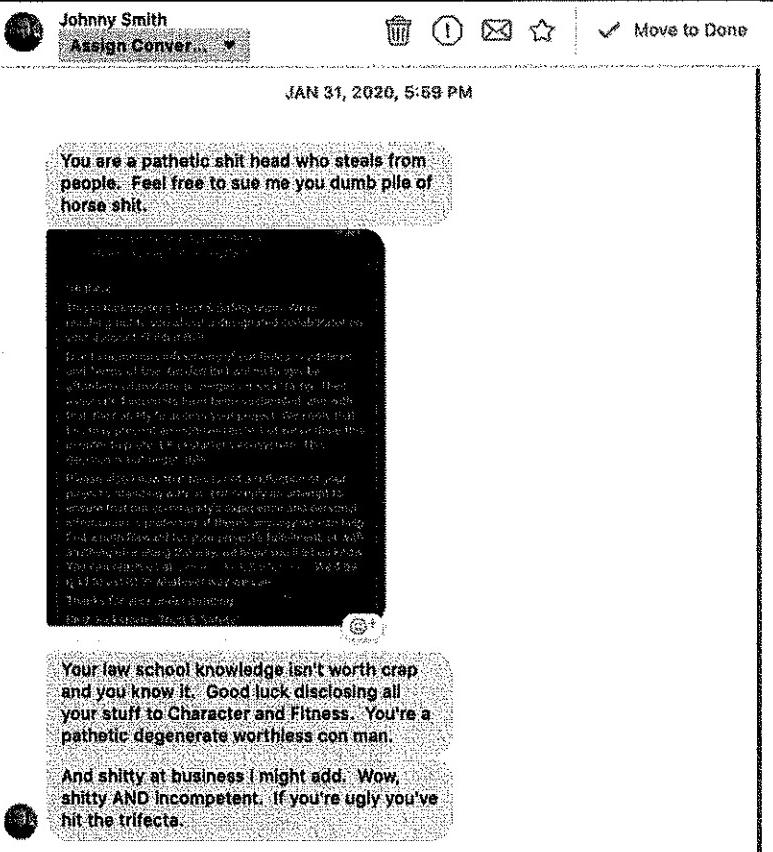
Détails du message:

Name: kitty  
Email: [kittysilly@gmail.com](mailto:kittysilly@gmail.com)  
Subject: U fucked me bastard.  
Message: u fucked me l'll kill u and your  
family

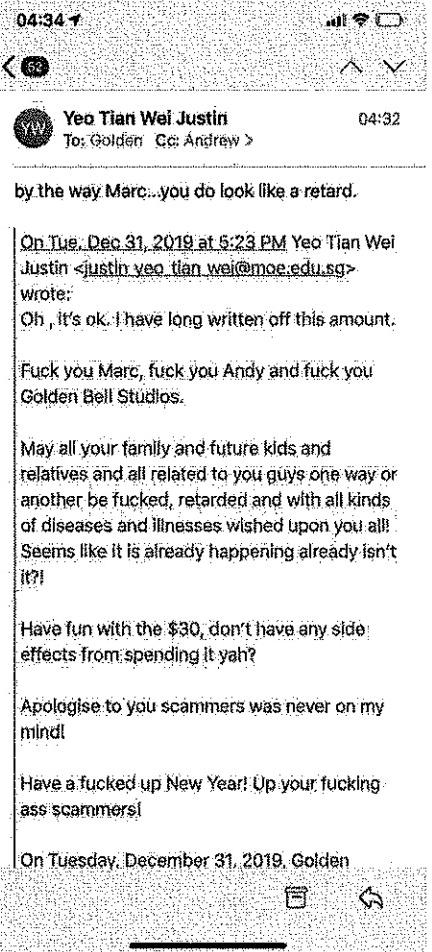
Pour modifier vos paramètres de messagerie, allez sur votre boîte  
de réception depuis votre ordinateur.



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Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction



And here is when  
someone decided  
to call me a Kike.



Transcription Beta

"Hi Marc \_\_\_\_\_, you and the rest of the game your emails are absolutely horrible why company I have no idea Rob ready to help because you're \_\_\_\_\_ rip off artist you are a piece of \_\_\_\_ I can't wait to \_\_\_\_\_ and see if the People's Court I have a \_\_\_\_\_ with you in it because you're a \_\_\_\_\_ time..."

Was this transcription useful or not useful?

This rage then  
prompted

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Kickstarter to ban

me and my  
company.



## **Golden Bell Studios officially suspended from Kickstarter**

u/senior\_eggplant • 23h

"Hi there,

This is Kickstarter's Trust & Safety team. We're reaching out to you about a designated collaborator on your account, Golden Bell.

Due to numerous infractions of our Rules, Guidelines, and Terms of Use, Golden Bell will no longer be afforded collaborator privileges on Kickstarter. Their associated accounts have been suspended, and with that, their ability to access your project. We know that this may present an inconvenience, but we've done this in order to protect Kickstarter's ecosystem. This decision is not negotiable.

Please also know that this is not a reflection of your project's standing with us, but simply an attempt to ensure that our community's experience and personal information is protected. If there's any way we can help find a path forward for your project's fulfillment, or with anything else along the way, we hope you'll let us know. You can reach us at games@kickstarter.com. We'd be glad to assist in whatever way we can.

Thanks for your understanding.

Best, Kickstarter Trust & Safety"

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Devois would periodically email Goldner to check in on the status of her game. She said she was confused as to why the game was not listed anywhere on Golden Bell's website.

Devois statement to AbbyNews it patently false. The Recipe Game has been on my company's website from the get-go and has not changed. It is located in the coming soon carousel section on the homepage and can be seen to have been there since before her requests if you look at the website's online historical changes.



## ***MORE COMING SOON!***



Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Devois received assurance from Larry Verbit, a lawyer representing The People's Court, that the issue has been resolved and she should refrain from any future correspondence with Goldner.

"In the event he ill-advisedly proceeds with any action... we will send a representative from the production as a witness in support of the final and binding contract to which you both agreed," Verbit said. "I can tell you that in the last 23 years, in the extremely rare times a disgruntled litigant has tried to pursue their claim through further litigation, that person lost and our final and binding arbitration has been found valid and binding."

Goldner's legal threats to the show were successful in one aspect. Because the initial suit was only for \$500, Devois was informed the show would be retranslating the ruling granting her trademark rights back and could only rule on the initial claim. But she was told that any other court would recognize that Goldner "sealed his fate" when he terminated the contract.



Linda Materie

Makes me happy to hear this. Takes guts Ms. Devois not to be intimidated. 😊 ..and, I hope you take it to another court and win your trademark back too.

Like · Reply · 11 · 13w



Keise Devols

I plan to!

Like · Reply · 20 · 12w

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

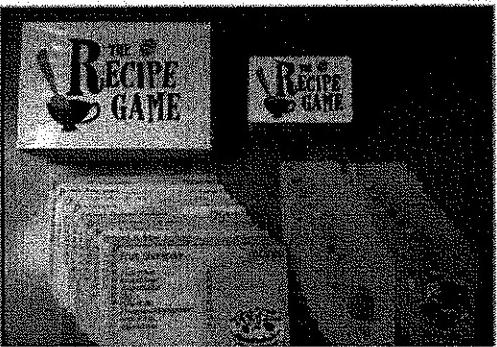
Further proof that the contract isn't enforceable. People's Court's own attorney Verbit is encouraging Devois to not abide by the terms of the arbitration agreement signed between all the parties.

## The People's Court

Three days later, The People's Court emailed Devois asking her if she wanted to have the claim resolved on camera.

This is patently false. I was contacted by People's Court weeks after Devois improperly served me. Devois and her counsel had tried to serve me at a company USPS P.O. Box without my knowledge. I first learned of the case from Gallo herself.

"WOW! We've been scouring the internet for some great games to partner up with, and this caught our eye immediately. We loved your campaign and honestly just every aspect of it," Goldner's email reads.



Goldner followed, and tried to argue that he never gave Devois permission to sell her remaining copies of the game. Milian wasn't buying it, according to Devois.

"She said, 'The email's right here with your name on it!'" Devois said. "[Milian] was so energetic and passionate about it. [She said], 'You know what? You're wrong. You're the one that breached the contract!'"

This is another patently false claim. Devois is claiming that I had dealt with her and was primarily involved in the negotiations. However as evidenced by the below screenshot, the person she was talking to was a Sales Representative of the company I work for. I had never met with Kelsey formally or in any capacity whatsoever. Outside of being the signatory of the original contract, my correspondences with Kelsey were limited. Milian's outrageous claim that just because something originates from a corporate email means it's me when there have been dozens of people that have worked at my company is outlandish. I have had numerous associates, assistants, and secretaries over the years as I am unable to completely handle replying to each and every email I get. I have done my best to coach and train employees, and it is known that at a start-up there are often growing pains and a learning curve to new people who come on board. Below is just one example of Milian and Devois' frivolous claims herein.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Thu, Mar 2, 2017, 5:41 PM

Justin Purvis <justin@goldenbellstudios.com>  
to Kelsey, me ↗  
  
Kelsey,  
  
It was a pleasure to speak with you today.  
  
Like we spoke about, please get an accurate count of how many copies of The Recipe Game you have left, and the cost per unit for them, and we will work out a deal to buy them from you and pay in installments. That makes the 8% a nice percentage, right?  
  
If you could, please send 5 copies of the game to us so we can start play testing. Here is my address -  
  
Justin Purvis  
4310 Pleasant Glen Dr  
Louisville KY 40209  
  
Marc, Kelsey is ready to partner up!  
  
Justin  
  
On Thu, Mar 2, 2017 at 4:37 PM, Justin Purvis <justin@goldenbellstudios.com> wrote:  
Phone is totally fine!

Kelsey Devois <kelseydevois@hotmail.com>  
to Justin ↗  
  
Hello Justin,  
  
I mailed out the 5 Recipe Games last week, so they should be getting to you this week some time. I also did a count on the remaining games I have. There are 236 left. I re-calculated the total cost for each game, and what I paid for each copy was \$4.50 USD. So that would be a total of \$1,062 USD.  
  
Let me know if this works for you to purchase the remaining copies!  
  
Also, I have done some research into the contract and such, and I am just wondering (besides purchasing the games which I have already paid for) if there is an initial payment to me from Golden Bell purchasing the rights to my game? I feel like it I am going to sign a contract to give up 50% copyright and 100% trademark rights, that I should receive an initial payment for purchasing my idea, on top of the percentage of net profits? Please let me know!

From: Robert Gross <rob@goldenbellstudios.com>  
Sent: June 10, 2017 12:43 AM  
To: kelseydevois@hotmail.com  
Subject: Recipe Game

Hey Kelsey,  
  
Just wanted to introduce myself properly!

I work with Marc and Justin here at Golden Bell Studios.

We're doing a lot of conventions and tradeshows (every weekend for the next four weeks), but we will keep you in the loop as much as possible. We have some of the games Justin sent to us, so I'll be running internal play testing sessions before talking over with designers on any next steps.

In the mean time, are there any edits or changes to the game you intend to make?

Part of my role here at Golden Bell is just managing and editing the content to make sure everything is streamlined and that we have creators maximizing their vision across the multiple mediums and platforms.

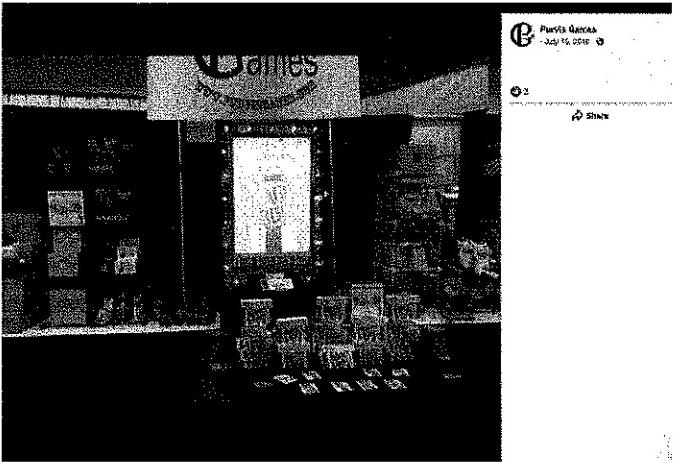
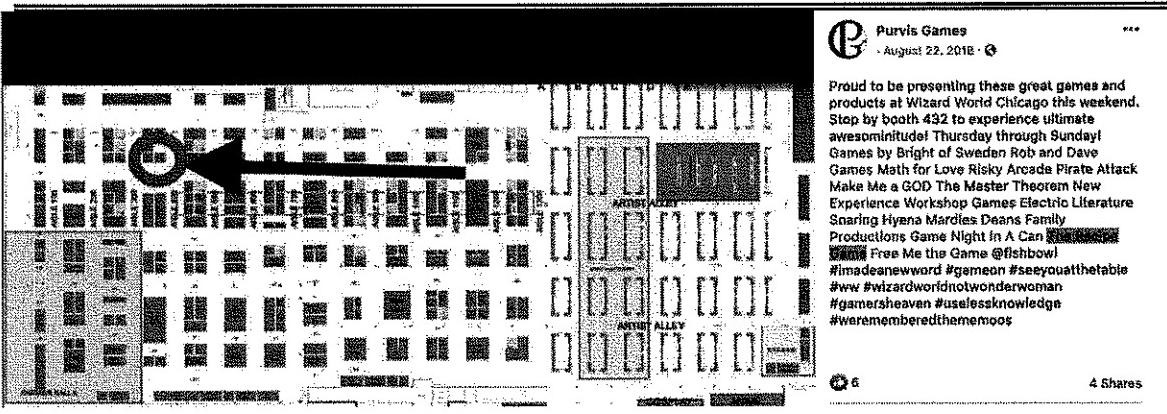
We'll be actively promoting Recipe Game now during conventions and continuing to pursue orders.

Thank you Kelsey and please reach out to any of the three of us!

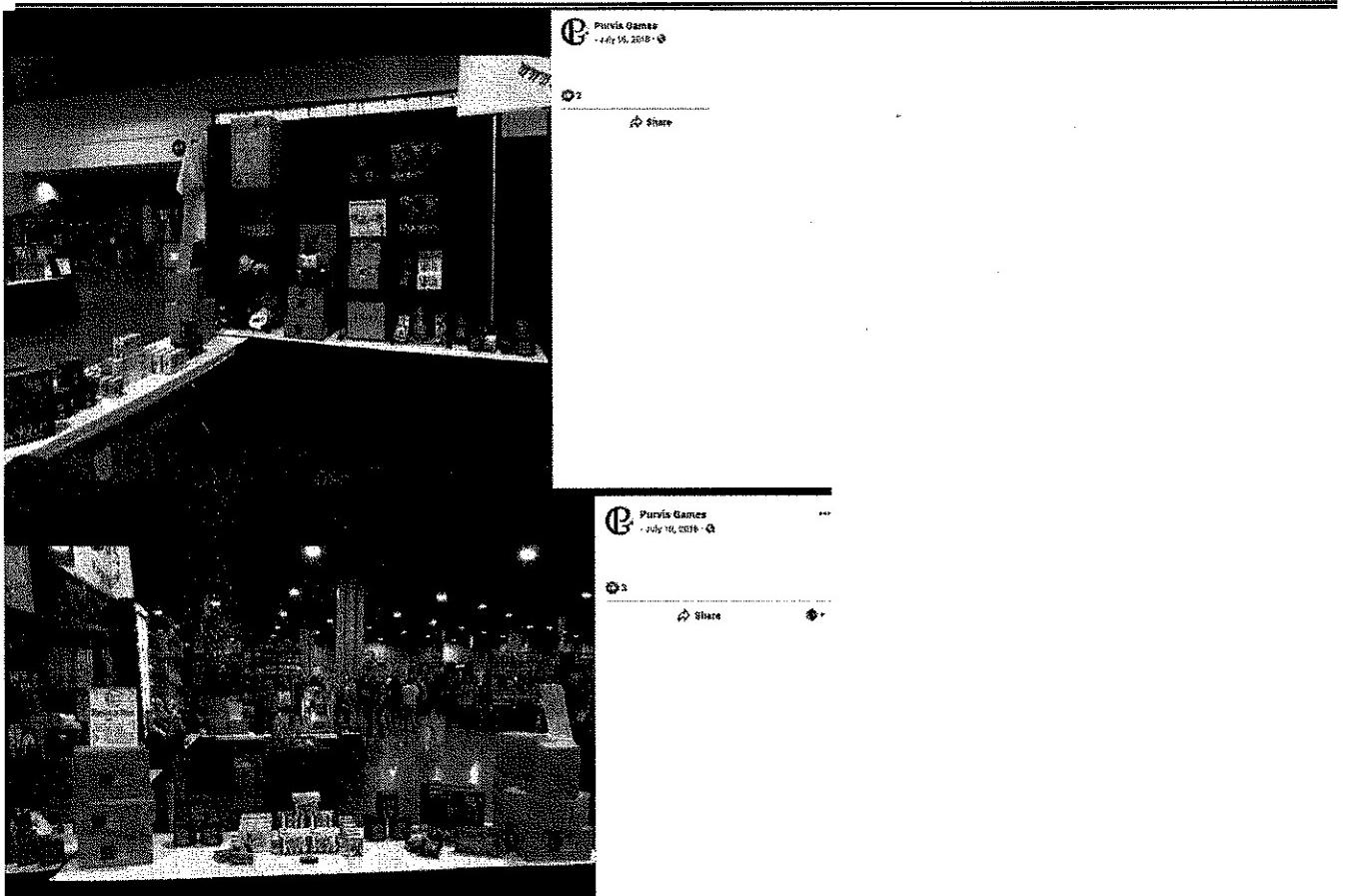
Best,  
Rob

Further, Devois was approached by Justin who was under the guise of a representative of the company that I work at and had aided him in starting a new company called, Purvis Games. She had breached her contract with the company I work at and gave her remaining units to Purvis Games to sell and compete with us. This prevented us from being able to produce the game as it was already on the market from a former Sales Representative that we had worked with, Justin Purvis (who can be seen above in the attached correspondence with Devois). Purvis committed Tortious Interference with the company I work with and Devois and is one of the central people that caused this situation to escalate. He will be named in the complaint to follow after this injunction is hopefully heard.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

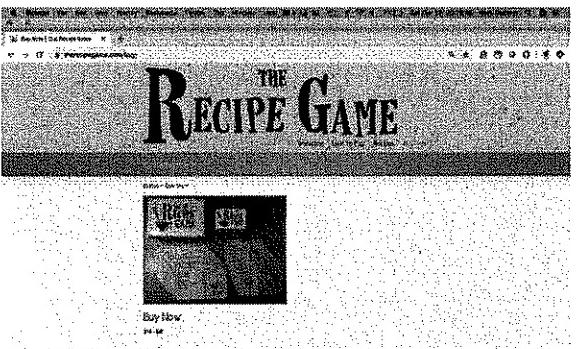
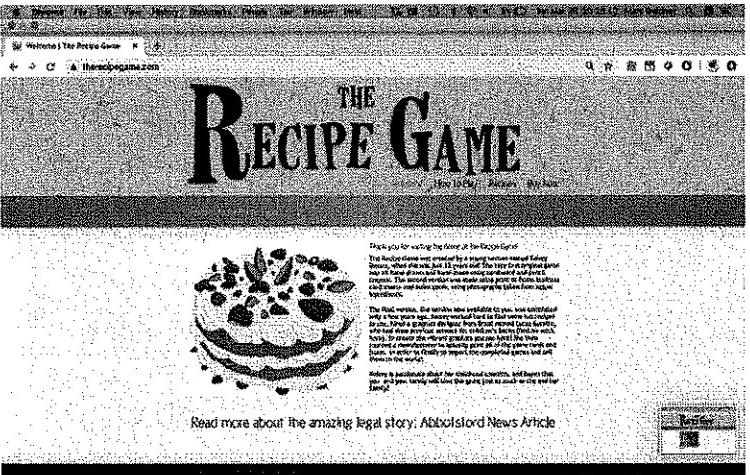


Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction



Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Devois continues to promote this propaganda on the website that she failed to transfer to us after signing a contract with my company (which put her in breach prior to any dispute) to this day and is selling intellectual property that she does not own further illustrating her true nature and character.



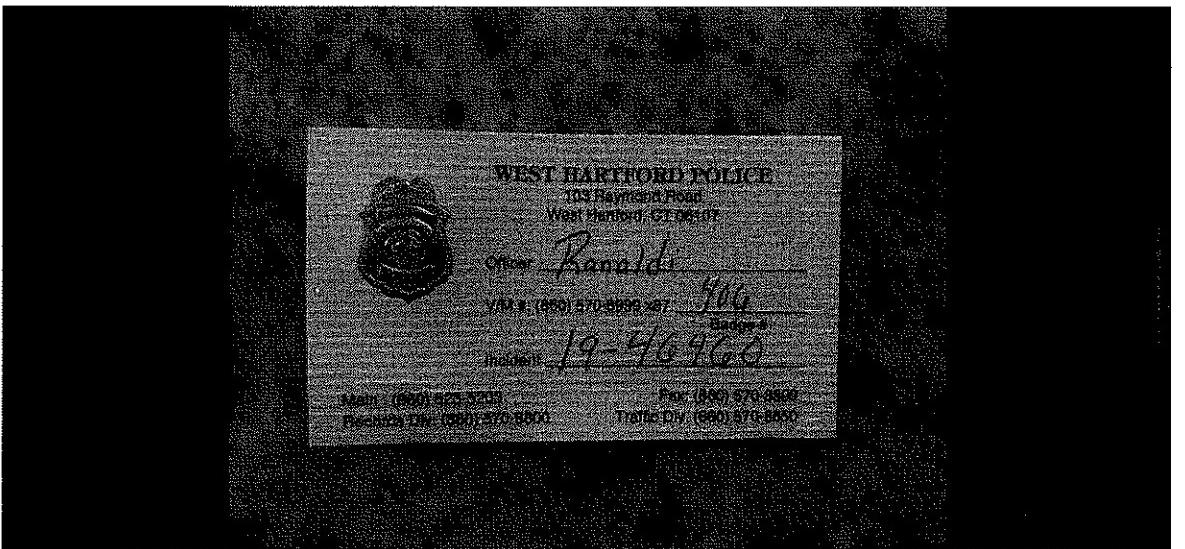
Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

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The enclosed does

not include all the  
evidence we will  
present in  
discovery.

This is the police  
report that was  
filed on December  
25, 2019 after the  
AbbyNews article  
was published.



Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

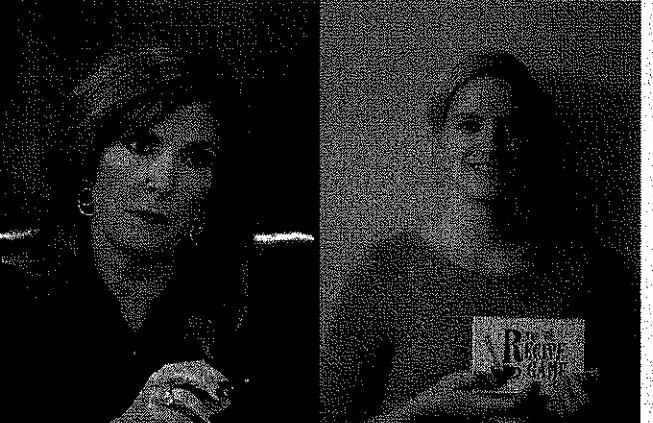
The below is the  
AbbyNews Article  
that does not need  
to be read in its  
entirety but is for  
the record only.

<http://abbynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...> Q ☆

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COVID-19

# THE ABBOTSFORD NEWS



## Abbotsford woman wins legal battle over board game on reality T.V.'s 'The People's Court'

Amateur game-maker takes on notorious U.S. company over childhood passion project

PATRICK PENNER / Dec. 21, 2019 10:00 a.m. / LOCAL NEWS / NEWS

[f](#) [t](#) [w](#) [e](#) [p](#) [s](#)

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[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v...) Q ★

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Kelsey Devols thought a childhood dream came true when she received an email from an American publishing company expressing interest in a board game she had been crafting since she was 12 years old.

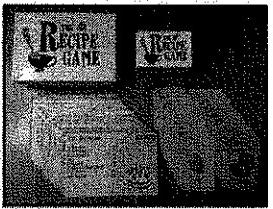
But the Abbotsford woman's dream turned into a three-year nightmare that only ended on Nov. 12, the day she walked into The People's Court – reality TV's small claims court.

"I was so nervous, I was shaking," Devols said. "For hours [before], I'm just dying because I don't know how it's going to go... It was nerve-racking."

When Devols logged on to her Kickstarter account in early 2017 and read an enthusiastic email offering a partnership from Marc Goldner, the founder and CEO of Golden Bell Studios, she thought a decade-long passion project might have a chance to make it to the board-game big leagues.

"WOW! We've been scouring the internet for some great games to partner up with, and this caught our eye immediately. We loved your campaign and honestly just every aspect of it," Goldner's email reads.

The idea behind Devols's game, The Recipe Game, came from baking with her mother from a young age. It slowly turned into a serious project over the

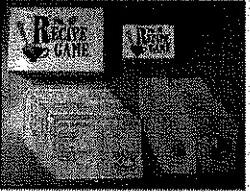


[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v...) Q ★

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"WOW! We've been scouring the internet for some great games to partner up with, and this caught our eye immediately. We loved your campaign and honestly just every aspect of it," Goldner's email reads.

The idea behind Devols's game, The Recipe Game, came from baking with her mother from a young age. It slowly turned into a serious project over the next decade. Devols hired a Brazilian graphic artist for the design, built a relationship with a Chinese manufacturing company, and financed the first 300 copies herself for exposure at local trade shows.



#### Enticed to sign

When she received Goldner's email, Devols's sales at the trade shows were limited and her Kickstarter page hadn't raised enough money to manufacture more games.

"I love the aspect of creating it, designing it and having manufactured," Devols said. "But to sell it, there just wasn't a passion there."

The company sent a contract asking Devols to give up half her copyright and full trademark rights to the game, in exchange for Golden Bell financing the game's manufacture, Devols would receive a share of net profits.

Devols worried about surrendering her trademark forever, and her lawyer suggested changes to the contract, but Golden Bell wouldn't budge.

## Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...)  

Devois worried about surrendering her trademark forever, and her lawyer suggested changes to the contract, but Golden Bell wouldn't budge.

But she was able to insert a clause that would entitle her to \$500 if no copies were sold within two years. She also received permission from Goldner to sell her remaining copies of the game.

Golden Bell promised a "large distribution network." For Devois, the idea of her game reaching audiences outside of the local trade-show circuit was too appealing to turn down. She signed the contract in May 2017.

### A Notorious Company

Golden Bell Studios – also known as Golden Studios, Golden Bell Entertainment and Golden Bell Productions – had three lawsuits filed against it in 2019. Plaintiffs have alleged that the company breached contracts and engaged in fraud and libel, and they are seeking hundreds of thousands of dollars in damages.

But in 2017, the company hadn't yet developed a notorious reputation in the crowdfunding and board game community. Over the past year, dozens of posts on popular websites like Boardgamegeek and Reddit warn creators and crowdfunders about the company's "predatory contracts" and "shady business tactics coupled with childish and passive-aggressive (and even outright aggressive) behavior."

Many of these posts cite the exact same email that Devois initially received from Goldner. The lawsuits against Goldner and Golden Bell Studios make similar claims. They remain before the courts and the claims have not been

[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...)  

Many of these posts cite the exact same email that Devois initially received from Goldner. The lawsuits against Goldner and Golden Bell Studios make similar claims. They remain before the courts and the claims have not been proven.

Over the next two years, Devois received little communication from the company and became increasingly frustrated.

Devois would periodically email Goldner to check in on the status of her game. She said she was confused as to why the game was not listed anywhere on Golden Bell's website.

She received only one response: a "confusing" email stating the company was exploring licensing with a Japanese company and adding a "ramen element."

When the two-year deadline expired for the \$500 clause in the contract, she sent an email requesting payment. Two days later she received a response from Goldner.

Devois was told to "take a step back and talk reality."

"No lawyer in their right mind is going to waste time on a game that made less than \$200 on Kickstarter," Goldner wrote. "We aren't afraid of attorneys. Kelsey, I work with them everyday. No need to come in with a grenade."

Goldner says he is in law school and alludes to it frequently in his correspondence with Devois.

Devois said she wasn't seeking her trademark back. She wrote to Goldner that

## Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-tv...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-tv/)

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Goldner says he is in law school and alludes to it frequently in his correspondence with Devols.

Devols said she wasn't seeking her trademark back. She wrote to Goldner that it wasn't her intention to be confrontational but she hadn't received any response to her previous queries and felt a direct message was necessary.

Goldner responded that he was terminating the contract and she wouldn't be paid anything.

"If you want to get another party involved for \$500 I can tell you on principal alone I'd pay thousands to not give you a dollar if that's your motivation," he said. "We can part ways amicably or we can fight for fun and pay lawyers. Your call."

But the \$500 wasn't the only thing on Devols's mind when she filed a claim in a New York state small claims court on Oct. 12, 2019.

"I was like OK, if you're going to play this game, this is personal to me," Devols said. "They [were] just pretending like it's nothing because it's not their game."

When Goldner saw a suit had been filed, he sent a threatening email to Devols telling her to get her "head out of the clouds."

"You need a reality check. Don't fight with fire, you'll get burned. I could counter-sue you for wrongful suit. Learn the law."

**The People's Court**

Three days later, The People's Court emailed Devols asking her if she wanted to have the claim resolved on camera.

**The People's Court**

Three days later, The People's Court emailed Devols asking her if she wanted to have the claim resolved on camera.

The show's format requires both parties to sign a binding contract stating no lawyers are allowed to be present and that Millian's ruling is final. In exchange, they are given free transportation and lodging. The show also promises to pay any financial costs from the decision.

Devols was flown out to New York for her appearance on Nov. 12. She said the format was very loose, with little direction beyond which side of the court to stand on.

The cameras started rolling almost immediately, a production member calling out, "And action!"

Judge Millian walked into the courtroom and asked Devols to tell her side of the story first.

Goldner followed, and tried to argue that he never gave Devols permission to sell her remaining copies of the game. Millian wasn't buying it, according to Devols.

## Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...)

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Goldner followed, and tried to argue that he never gave Devols permission to sell her remaining copies of the game. Milian wasn't buying it, according to Devols.

"She said, 'The email's right here with your name on it!'" Devols said. "[Milian] was so energetic and passionate about it. [She said], 'You know what? You're wrong. You're the one that breached the contract!'

Milian ruled that, because Goldner terminated the contract and refused to pay Devols \$500, he was the offending party. She also ruled that because Goldner prematurely ended the deal, Devols was entitled to the rights back to her game.

"When I heard that, I was so excited, because that's not even what I went to court for," Devols said. "But here I am with my money and my game rights back."

**CEO fights to have episode pulled**

Devols doesn't know why Goldner accepted the show's invitation, but his emails threatening litigation against her, Judge Milian and the show's producers suggest he regrets the decision.

"Just to let you know you don't have the rights to the game," Goldner wrote. "The Judge erred and [made] a wrong ruling. You can't have the money AND the rights back. I'm in law school Kelsey."

Goldner goes on to allege Devols perjured herself and falsified documents.

He sent another email to the show's producers claiming that he was tricked into a "dog and pony show... out to make us look like fools." Goldner alleged that

[abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...](http://abbeynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-t-v-...)

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"Just to let you know you don't have the rights to the game," Goldner wrote. "The Judge erred and [made] a wrong ruling. You can't have the money AND the rights back. I'm in law school Kelsey."

Goldner goes on to allege Devols perjured herself and falsified documents.

He sent another email to the show's producers claiming that he was tricked into a "dog and pony show... out to make us look like fools." Goldner alleged that "hundreds and hundreds of pages" of evidence were ignored, and that he and his guests were intimidated by show security and could even claim false imprisonment. He wrote that Milian's behavior amounted to an abuse of power that could have her sanctioned and disbarred.

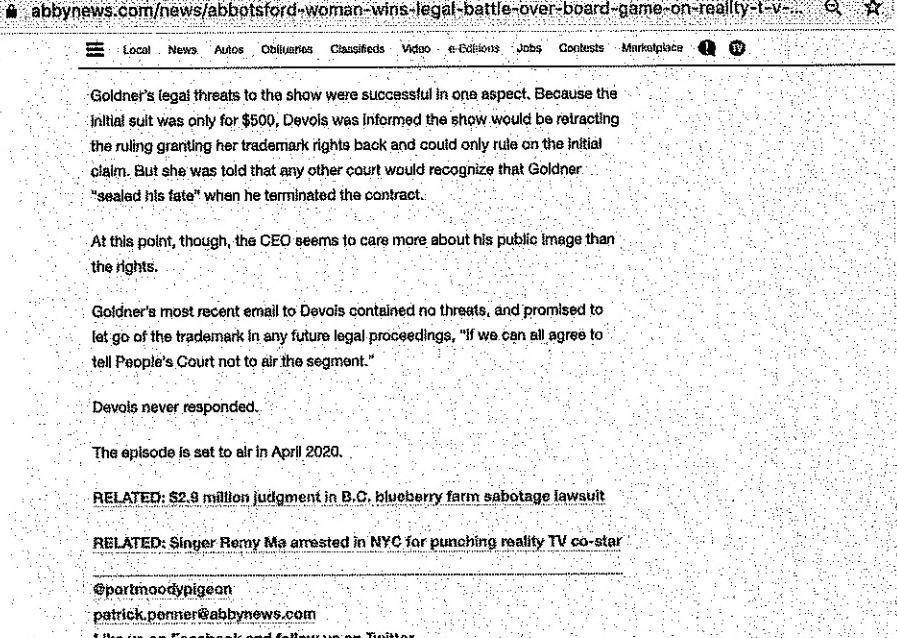
But Goldner wrote that he is willing to let all of these charges go – along with the rights to the game – if he is guaranteed the show will not air.

Devols received assurance from Larry Verbil, a lawyer representing The People's Court, that the issue has been resolved and she should refrain from any future correspondence with Goldner.

"In the event he ill-advisedly proceeds with any action... we will send a representative from the production as a witness in support of the final and binding contract to which you both agreed," Verbil said. "I can tell you that in the last 23 years, in the extremely rare times a disgruntled litigant has tried to pursue their claim through further litigation, that person lost and our final and binding arbitration has been found valid and binding."

Goldner's legal threats to the show were successful in one aspect. Because the

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

The screenshot shows a news article from abbynews.com. The URL in the address bar is abbynews.com/news/abbotsford-woman-wins-legal-battle-over-board-game-on-reality-tv-. The page has a navigation bar with links for Local, News, Autos, Obituaries, Classifieds, Video, e-Editions, Jobs, Contests, and Marketplace. A search icon and a star icon are also present. The main text discusses a legal battle between Goldner and Devols over a game show. It mentions that Goldner's threats were successful, leading to a retracing of the ruling. The CEO of the show seems more concerned about public image than trademark rights. Goldner promised to let go of the trademark if all agreed. Devols never responded. The episode is set to air in April 2020. There are also links to related stories about a \$2.9 million judgment in a blueberry farm sabotage lawsuit and a singer being arrested for punching a reality TV co-star.

Goldner's legal threats to the show were successful in one aspect. Because the initial suit was only for \$500, Devols was informed the show would be retracting the ruling granting her trademark rights back and could only rule on the initial claim. But she was told that any other court would recognize that Goldner "sealed his fate" when he terminated the contract.

At this point, though, the CEO seems to care more about his public image than the rights.

Goldner's most recent email to Devols contained no threats, and promised to let go of the trademark in any future legal proceedings, "if we can all agree to tell People's Court not to air the segment."

Devols never responded.

The episode is set to air in April 2020.

**RELATED:** [\\$2.9 million judgment in B.C. blueberry farm sabotage lawsuit](#)

**RELATED:** [Singer Remy Ma arrested in NYC for punching reality TV co-star](#)

**@patrickpenner**  
patrick.penner@abbynews.com  
Like us on Facebook and follow us on Twitter.

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Letter below from

Michael Blaha  
threatening  
Sanctions and in  
the same breath  
citing California  
law when he is  
also saying the  
contract is  
governed under  
New York  
jurisdiction.

11. No agreement was ever made to accept any of your changes, and no misrepresentations were made to you that such changes had been incorporated into the Agreement. Moreover, "A cardinal rule of contract law is that a party's failure to read a contract, or to carefully read a contract, before signing it is no defense to the contract's enforcement." *Desert Outdoor Advertising v. Superior Court* (2011) 96 Cal. App. 4th 866, 872, 127 Cal. Rptr. 3d 158, 163. Even if this were a viable claim, it would be barred by the Release.

In summary, your claims have no factual or legal merit and are in all events barred by the Release. Please be assured that if you proceed to file the lawsuit which you threaten, the Producers will defend it vigorously and, upon its inevitable dismissal, seek sanctions and legal fees against you and the Defendants for filing a meritless action.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

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The below is the  
contract signed  
between Devois,  
People's Court,  
and myself; as well  
as the Judge  
Milian's order.

**NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT**

Ralph Edwards / Stu Billett Productions  
470 West Ave. Suite 1012  
Stamford, CT 60902

Print \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RE: REPRESENTATIONS TO "THE PEOPLE'S COURT"**

Gentleman:

As an inducement to your considering me as a participant in the above program, I represent and agree as follows, it being understood that you may require me to forfeit all compensation awarded to me or applied on my behalf if any of the following representations are false or if I fail to abide by this agreement:

1. I am 18 years of age or older, or if not, this agreement must be countersigned by a parent or guardian of mine.
2. To the best of my knowledge, I do not have any association or connection with any of the following, nor does any member of my family:
  - (a) The producers of this program, their staff or their employees;
  - (b) The known sponsors of this program or their advertising agencies;
  - (c) The Broadcasters of the program, their staff or their employees.
3. I understand that I must disclose to Ralph Edwards / Stu Billett Productions, if I have previously appeared as a participant on "The People's Court," or if I have received any remuneration within the last three years for services rendered as an actor or actress. I further understand that I may not in any way, misrepresent or misstate my occupation either before or during the taping of any program on which I may appear.
4. The claim or claims to which I am a party and which is/are now pending in Small Claims Court was/were not filed as the result of collusion between the other party or parties and myself, but as the result of a true disagreement between us. Further, no such claim has been heretofore settled. If any such claim is hereafter settled, I will immediately give you this information, it being understood that no claim that has been settled, may be used on the program. If you should select me, and I should agree to appear as a participant on your program, I warrant that I shall accurately relate the facts of the case to the best of my ability and recollection.
5. During the twelve (12) month period following the date of signing these Representations, I agree that I will not speak with or enter into an agreement with any other nationally syndicated television court program.
6. I understand and agree that even if I am selected to be a participant, circumstances might arise that result in my not appearing on the program. I further understand that if I do appear on the program, or any part thereof, you will have no obligation to broadcast that program, or portion thereof.
7. Attached hereto are copies of the standard "THE PEOPLE'S COURT" AGREEMENT TO ARBITRATE and "THE PEOPLE'S COURT" RULES. If I am selected to be a participant on the program,

**EXHIBIT "B"**

page 1

3-21-19

I agree to sign three (3) copies of the AGREEMENT TO ARBITRATE and three (3) copies of THE RULES. All such copies must be signed prior to the taping, but should not be signed before the other party or parties to my suit have also arrived at the studio on the day of taping. I agree to abide by all of these and other rules and regulations prescribed by you in connection with the program.

8. I acknowledge that the matters contained herein are inducements to you and may not be amended, except in writing signed by you and me.

9. I certify that all of the statements herein contained are true to the best of my knowledge and belief. I agree that a scanned, faxed, or emailed signature including a printed or typed /s/ on the signature line shall have the same force and effect as an original signature.

Very truly yours,

---

Name (Print)

---

Signature

---

Address (Street)

---

City / State / Zip Code

---

(        )  
Home Phone #

---

(        )  
Work Phone #

---

(        )  
Other Phone # (Cell / Pager)

---

Social Security # (Required)

**NOTE:** IF SIGNER IS UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN  
MUST ALSO SIGN. PLEASE KEEP PRODUCER ADVISED OF YOUR  
CURRENT ADDRESS.

---

SIGNATURE (PARENT OR GUARDIAN)

---

ADDRESS IF DIFFERENT FROM ABOVE

---

**"THE PEOPLE'S COURT"**

**AGREEMENT TO ARBITRATE**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_\_,  
by and among RALPH EDWARDS / STU BILLETT PRODUCTIONS ("Producer"),

(herein individually and collectively referred to as "Plaintiff"), and

(herein individually and collectively referred to as Defendant").

The parties hereby agree as follows:

1. It is understood that on \_\_\_\_\_, 20\_\_\_\_\_, Plaintiff filed suit against Defendant in Small Claims Court, \_\_\_\_\_ City/County, State of \_\_\_\_\_, requesting damages in the amount of \$ \_\_\_\_\_. Defendant has (has not) filed a counterclaim against Plaintiff in Small Claims Court, \_\_\_\_\_ City/County, requesting damages in the amount of \$ \_\_\_\_\_. Plaintiffs claim and Defendant's claim, if any, have been scheduled for hearing by the Small Claims Court on \_\_\_\_\_.

Following is a brief statement of the nature of the claims:

Plaintiff's Claim: \_\_\_\_\_  
\_\_\_\_\_

Defendant's Claim: \_\_\_\_\_  
\_\_\_\_\_

2. Plaintiff and Defendant each hereby agrees to submit the above controversy (the "Claim(s)") to arbitration under "THE PEOPLE'S COURT" RULES ("Rules") attached hereto as Exhibit "A" and incorporated herein, and REPRESENTATIONS TO "THE PEOPLE'S COURT," attached hereto as Exhibit "B" and incorporated herein.

3. It is agreed that the arbitrator in this action shall be Marilyn Milian ("Arbitrator").

4. It is further agreed that any judgment awarded by the Arbitrator shall be final and binding on both Plaintiff and Defendant. Unless the Arbitrator specifically dismisses the Claims without prejudice, both parties hereby agree to dismiss their existing Claims in Small Claims Court, with prejudice, in accordance with Paragraph 3 of the Rules. Plaintiff and Defendant hereby waive any and all rights either may have to appeal in any court the judgment rendered by the Arbitrator.

5. In consideration for appearing and taking part in the arbitration, Plaintiff and Defendant shall share in a fund provided and paid for by Producer, which, depending upon the size of the judgment, will range from \$500 to a maximum of the small claims court limit in the state in which the suit was filed. For example, the most one can sue for in the state of New York is \$5000.

Specifically:

- (a) If no money is awarded on either Plaintiff's claim (or Defendant's claim, if there is one), the \$500 is divided equally; that is, each receives \$250 from Producer.
- (b) If the judgment is for between \$1 and \$500, the Plaintiff and Defendant share in \$500 to be paid by the Producer in accordance with the following formula. The winning litigant (i.e., the Plaintiff on a claim or the Defendant on a counterclaim) first receives the amount of the judgment out of that \$500. The remainder is split 50/50 between the Plaintiff and Defendant. However, except as provided in 6(b) below, the losing litigant will never receive less than \$50.

Example #1:

Judgment of \$50 for Plaintiff:

- (1) \$50 to the Plaintiff
- (2)  $\$500 - \$50 = \$450$
- (3)  $\$450 \div 2 = \$225$  for each (Plaintiff and Defendant)

The overall result is:

- (i) The Plaintiff gets a total of \$275 (i.e., \$50 + \$225); and
- (ii) The Defendant gets \$225.

Example #2:

Judgment of \$500 for Plaintiff, partially offset by \$200 judgment on Defendant's counterclaim (i.e., net judgment of \$300 for Plaintiff):

- (1) \$300 to the Plaintiff
- (2)  $\$500 - \$300 = \$200$
- (3)  $\$200 \div 2 = \$100$  for each (Plaintiff and Defendant).

The overall result is:

- (i) The Plaintiff gets a total of \$400 (i.e., \$300 + \$100); and
- (ii) The Defendant gets \$100.

Example #3:

Judgment of \$450 for Plaintiff:

- (1) \$450 to the Plaintiff
- (2)  $\$500 - \$450 = \$50$
- (3)  $\$50 \div 2 = \$25$  for each (Plaintiff and Defendant)
- (4) \$25 to Defendant

The overall result is:

- (i) The Plaintiff gets a total of \$475 (i.e., \$450 + \$25); and
- (ii) The Defendant gets \$50 (\$25 + \$25).

- (c) If the judgment exceeds \$500, Producer pays the winning litigant the amount of the judgment, and \$50 to the other litigant.

Example #4:

Judgment of \$2,000 for Plaintiff

- (1) \$2,000 to the Plaintiff
- (2) \$50 to Defendant

Example #5:

Judgment for \$1,500 on Defendant's counterclaim, partially offset by \$400 judgment on Plaintiff's claim (i.e., net judgment of \$1,100 for Defendant)

- (1) \$1,100 to the Defendant
- (2) \$50 to each (Plaintiff and Defendant)

The overall result is:

- (i) The Plaintiff gets \$50); and
- (ii) The Defendant gets a total of \$1,150 (i.e., \$1,100 + \$50).

6. Plaintiff and Defendant hereby release and forever discharge each other, and their respective heirs, executors, administrators, legal successors and assigns from any and all claims, demands, costs of suit and actions, of every kind and nature whatever, whether or not now known or suspected, which Plaintiff or Defendant now has, or may hereafter have against the other arising out of this Agreement, the arbitration of the Claims, or their respective appearances on "THE PEOPLE'S COURT." Further, provided the Arbitrator does not specifically dismiss the Claims without prejudice or postpone arbitration of the Claim to a later date, Plaintiff hereby releases and forever discharges the Defendant, Defendant's heirs, executors, administrators, legal successors and assigns, and Defendant (only if Defendant has filed a Claim hereunder) hereby releases and forever discharges the Plaintiff, Plaintiff's heirs, executors, administrators, legal successors and assigns, from any and all claims, demands, costs of suit and actions of every kind and nature whatever, whether or not now known or suspected, which Plaintiff or such Defendant now has or may hereafter have against the other arising out of any transaction, occurrence, or series of transactions or occurrences, constituting or giving rise to the Claim(s). If the judgment is for or includes the delivery of property:

(a) Provided the judgment is complied with, the Plaintiff and Defendant shall each be paid by Producer in accordance with subparagraph 5(a), (b) or (c) above, whichever is applicable; or

(b) If the judgment is not complied with, the defaulting party shall receive nothing, and the Arbitrator shall then determine or redetermine the money damages to be paid by Producer to the non-defaulting party.

7. (a) Plaintiff and Defendant hereby release and forever discharge the Arbitrator, the Producer, the Producer's officers, agents, licensees and employees; all Series distributors ("Distributors"); all television and cable stations broadcasting or exhibiting all or any part of the Series ("Stations"); the Producer's, Distributors' and Stations' officers, agents, licensees and employees, and their respective heirs, executors, administrators, legal successors and assigns, and each of them (hereinafter referred to as the "Released Parties"), from any and all claims, demands and actions of every kind and nature whatever, whether or not now known or suspected, which Plaintiff or Defendant now has or may hereafter have against the Released Parties, or any of them, based upon or related to any agreement, obligation, claim or matter whatever occurring or existing at any time up to and including the date hereof (including, but not limited to, this Agreement, the Claims, the arbitration of the Claims, and the recording and editing of the arbitration; and excepting only Producer's obligation to pay Plaintiff and Defendant in accordance with Paragraph 5 above).

(b) It is the intention of the parties that this Agreement shall be a full and final satisfaction and general release of each and every matter set forth above in Paragraph 7(a). Plaintiff and Defendant each acknowledges that he is aware that he or his attorneys may hereafter discover claims or facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of this Agreement or the Released Parties, but that it is his intention hereby to fully settle and release all disputes, and differences, known or unknown, suspected and unsuspected, which do now exist or may exist between Plaintiff and the Released Parties and/or between Defendant and the Released Parties. In furtherance of such intention, the release herein given to the Released Parties shall be a full and complete general release, notwithstanding the discovery of any such additional or different claims or facts.

8. Plaintiff and Defendant understand that (as is the ease in any litigation or arbitration) the parties,

witnesses or even, perhaps, the Arbitrator may make statements during or immediately following the arbitration which Plaintiff and/or Defendant might feel rightly or wrongly to be derogatory, defamatory, or in some other way injurious to themselves or others. Further, if such arbitration airs as part of "THE PEOPLE'S COURT" ("Series"), the Series hosts, guests and/or members of the home viewing audience (by phone, fax, E Mail, Computer Bulletin Board or by any other method now known or hereafter devised) may also make statements broadcast as part of the Series which Plaintiff and/or Defendant might feel, rightly or wrongly, to be derogatory, defamatory, or in some other way injurious to themselves or others. Any and all such statements and any injuries allegedly caused thereby are hereby specifically included within the matters released under Paragraphs 6 and 7 above.

9. Plaintiff and Defendant each warrants and represents to the other and to Producer that each has the sole right and authority to release the respective released matters described above in Paragraphs 6 and 7, and that they have not heretofore assigned or transferred to any person whomsoever any such released matter or any part or portion thereof.

10. Plaintiff and Defendant each jointly and separately hereby agrees to indemnify the Released Parties (as defined in Paragraph 7(a) above) and all others connected with the arbitration and hold them harmless from all liability, claims and actions, including attorneys' fees, of any nature whatsoever caused by or arising out of their respective statements or actions made in or in connection with their participation in the Series or caused by or arising out of any breach of this Agreement.

11. This Agreement, including Exhibits "A" and "B", constitutes the entire agreement and understanding concerning the subject matter between the parties and each acknowledges that neither the Producer, nor any agent or attorney of Producer, has made any promise or representation whatsoever not stated herein to induce him to execute this Agreement and to dismiss his suit in Small Claims Court, and that he has not executed this Agreement or any other documents pertaining thereto in reliance on any promise or representation not stated herein.

12. All words in this Agreement, regardless of the gender in which used, shall be construed to include the other gender, as applicable.

13. This Agreement shall be construed and interpreted under the laws of the State of New York. The parties agree that any legal proceeding arising under this Agreement or the arbitration hereunder may only be brought in a New York County Court. A pre-printed or copied signature shall have the same force and effect as an original signature.

By signing in the spaces provided below, the parties hereto have agreed to all the terms and conditions of this Agreement.

PRODUCER:

RALPH EDWARDS / STU BILLETT PRODUCTIONS

By \_\_\_\_\_

Philip Vandervort  
Supervising Producer

PLAINTIFF(S):

X \_\_\_\_\_

SIGNATURE

PRINT NAME:

Date: \_\_\_\_\_

DEFENDANT(S):

X \_\_\_\_\_

SIGNATURE

PRINT NAME:

Date: \_\_\_\_\_

### **"THE PEOPLE'S COURT" RULES**

**I. WHAT IS "THE PEOPLE'S COURT"?**: "THE PEOPLE'S COURT" is the title of a television series featuring actual arbitrations between two (or more) people, one (or more) of whom is suing the other (or others) for money not exceeding the small claims court limit in the state in which the suit is filed. The person or persons bringing the suit are called the "Plaintiff" The person or persons being sued are called the "Defendant."

**2. CLAIMS OF DEFENDANT:** If the Defendant believes he/she has a claim against the Plaintiff, the Defendant may file such claim in the small claims court in which the Plaintiff's claim was filed, if applicable, or if not applicable, with the Producer. Unless otherwise mutually agreed by Plaintiff, Defendant and Producer, all such claims of a Defendant must be so filed at least two (2) business days prior to the scheduled arbitration date in order to be heard as a part of the arbitration. Further: (a) Defendant must immediately notify Producer of such claim; and (b) Defendant's claim may not exceed the small claims court limit in the state in which the suit is filed. If the Arbitrator awards all or any part of a claim by Defendant, payment will be made in the way described in Paragraph 5 of the Agreement to Arbitrate.

**3. SMALL CLAIMS COURT - POSTPONEMENT: REQUESTING FOR DISMISSAL:** If the scheduled Small Claims Court hearing date precedes the arbitration date set by Producer, it will be necessary for a letter to be filed with the Small Claims Court requesting postponement of the hearing date until after the arbitration date. This letter must be signed by the Plaintiff, and either signed or approved by the Defendant. If, for any reason, this request is either not received or is not granted by the Court, the Plaintiff and Defendant must each appear in Small Claims Court on the original hearing date in order to avoid defaulting their case. At that time it might still be possible to obtain postponement by so requesting in Court, but this procedure should be used only as a last resort. If the case is either tried or defaulted in Court, it will, of course, not be arbitrated or in any way used by the Producer.

If Producer, Plaintiff and Defendant all agree to have the case arbitrated on the program, Plaintiff (and Defendant, if he has filed a claim) must sign, on the date of arbitration but before the arbitration actually commences, a written request for dismissal. Producer will then be responsible for filing this request with the Small Claims Court prior to the scheduled (or rescheduled) Court hearing date. This dismissal will be "with prejudice," meaning the parties are agreeing that the claim(s) may not thereafter be refiled in Small Claims Court or any other Court, regardless of the outcome of the arbitration. If, for any reason, the arbitration does not take place as scheduled, or if the Arbitrator specifically dismisses the claims without prejudice, the request, instead of being filed, will be destroyed by Producer. However, the arbitration on the program, as well as the dismissal of the Small Claims Court claim, will be effective regardless of whether or not the case is actually telecast.

**4. RULES OF ARBITRATION:**

a. OUTLINE OF THE PROCEDURE: There will be an audience to view the proceedings. At the start the Plaintiff and Defendant will enter the "courtroom." The program's "reporter" will then give a brief description of the case.

The Arbitrator will then announce that he/she is ready to "hear" the case, and the arbitration will begin.

The Plaintiff, Defendant and witnesses will then take an oath or make an affirmation, stating each will tell the truth.

It will be the Plaintiff's turn first to tell what happened and why he/she is suing the Defendant. The Arbitrator will be interested in hearing only the facts, and he/she may at any time ask questions to obtain the information. The Arbitrator may also direct questions to the witnesses, if any, and the other party or parties. All testimony should be brief and to the point. All statements made by the Arbitrator, the parties and witnesses shall be their own and shall not be furnished by Producer.

If either party has important documents or papers, they should be mentioned during his/her turn to speak.

When the Arbitrator has heard both sides, he/she will usually give judgment from the bench or after a brief intermission. Sometimes, however, he/she may desire to take the case "under submission." The Producer will inform both parties later, in writing, what the Arbitrator has decided.

Based on the testimony given or evidence presented during the arbitration, the Arbitrator may find it necessary or advisable to postpone the arbitration until a later date. In any such event, Producer will, as soon as practicable, notify the Parties of the rescheduled arbitration date.

b. LEGAL COUNSEL, JURY: No party may be represented in the arbitration by legal counsel; nor does any party have the right to demand a trial or arbitration by jury.

c. WITNESSES: Both Plaintiff and Defendant may bring witnesses who can testify on their behalf. For example, a friend who happened to be at the Plaintiff's house when he brought his new TV home, and saw it was defective, could be a witness for the Plaintiff in his suit against the store. If the claim involves a repair, or something complex, such as a car or TV, it is a good idea to have an expert in the field as a witness. It is the party's responsibility to make sure his/her witnesses are at the arbitration with a signed Witness Letter, and to reimburse them for any expenses they might incur. It is requested that a list of witnesses be submitted to the Producer prior to the date of arbitration.

d. PAPERS, PHOTOS AND DOCUMENTS: Examples might be a bill for repairs, or a sales slip, a canceled check, a receipt, a written contract or note, or a photograph of damaged merchandise or personal injuries. It is requested that Producer be supplied with copies of all such documents prior to the date of arbitration.

e. PREPARATION OF CASE: It is understood that Plaintiff and Defendant are totally responsible for presenting their respective cases in the arbitration, including preparing and presenting witnesses, evidence and oral testimony.

5. FAILURE TO APPEAR: If either the Plaintiff or Defendant for any reason fails to appear at the time and place required by the Producer, or if either party otherwise refuses or is unable to participate in the hearing, neither party will be considered to have "defaulted" his/her case, and neither party will be entitled to collect any monies from the Producer or the other party as the result of such failure to appear. Producer shall not be required to reschedule the arbitration for another date. The parties may further pursue their claim(s) in Small Claims Court, provided they are legally permitted to do so. As mentioned above in Paragraph 3, the Small Claims Court Request for Dismissal will not be filed unless and until the arbitration actually takes place.

6. THE JUDGMENT: The Arbitrator's decision shall, to the maximum extent possible under applicable law, be FINAL AND BINDING on both the Plaintiff and Defendant. This means that "proof" obtained or remembered after conclusion of the arbitration will not be heard by the Arbitrator. The judgment will generally be for money, although, under appropriate circumstances, the judgment may be for the delivery or return of specific property. The Arbitrator may award what was requested, less if he thinks too much was requested, or more than the amount, if the Arbitrator determines the requesting party has proved additional damages and such proof does not unfairly surprise the opposing party.

7. QUESTIONS: All questions regarding the proceedings should be directed to the Producer. Under no circumstances should the Arbitrator be contacted either prior to or after the arbitration.

8. OWNERSHIP: The photographs, videotapes and other recordings of everything said or done on the program by the participants and witnesses will be owned exclusively by Producer, to do with as Producer wishes at any time in the future, as often as Producer wishes; it can be edited, rearranged or changed, or added to other material without further payment, other compensation or liability therefore to any participant or witness. Producer and others authorized by Producer (including its licensees and assigns) shall have unlimited and perpetual rights worldwide to distribute and exploit said program and material in any and all media, including but not limited to book and other print publications. However, it is understood that Producer is not obligated or required to broadcast or otherwise exploit said program and/or material.

9. PUBLICITY AND ADVERTISING: Producer and others authorized by Producer may use any participant's name, photographs, recordings and/or biographical information for advertising or publicizing the program or series, and/or the services and products of the sponsors (if any); all participants shall cooperate by furnishing any information or material requested by Producer.

10. **FEDERAL COMMUNICATIONS ACT:** Each participant understands that it is a Federal offense, unless disclosed prior to telecast to Producer or to the stations or network which telecast the program, to:

- a. Give or agree to give any member of the production staff, anyone associated in any manner with the program or series, or any representative of the stations or network, any portion of participant's compensation or anything else of value for arranging for any participant's appearance on the program.
- b. Accept or agree to accept anything of value (other than the consideration set forth in Paragraph 5 of the Agreement to Arbitrate) to promote any product, service or venture on the air, or use any prepared material containing such promotion where the participant knows the writer thereof received consideration for it.

11. **INCOME TAXES:** Producer makes no representations on the taxability of any compensation received by the Parties hereunder, nor assumes liability for income taxes thereon, if any. However, Producer is required by law to send Form 1099s to the IRS with respect to any such compensation of \$600.00 or more. Parties should consult their tax advisers as to whether such compensation is taxable or not taxable.

WE HEREBY AGREE TO ABIDE BY THE FOREGOING RULES, ALL OF WHICH WE HAVE READ AND FULLY UNDERSTAND.

PLAINTIFF(S):

X

SIGNATURE

PRINT NAME:

Date: \_\_\_\_\_

DEFENDANT(S):

X

SIGNATURE

PRINT NAME:

Date: \_\_\_\_\_

Ralph Edwards / Stu Billett Productions

470 West Ave. Suite 1012  
Stamford, CT 06902

Name: \_\_\_\_\_

Date: \_\_\_\_\_  
RE: "THE PEOPLE'S COURT"

\_\_\_\_\_ VS \_\_\_\_\_

In connection with my appearance as a witness for \_\_\_\_\_ in  
the above action, I represent and agree as follows:

1. You shall be under no obligation to pay me money or other compensation for my appearing as a witness on the program or the arbitration.
2. I agree that all travel in connection with my participation on the program and arbitration will be at my sole responsibility and risk.
3. I understand that I must disclose to Ralph Edwards Productions and/or Stu Billett Productions, if I have received any remuneration within the past three years for services rendered as an actor or actress. I further understand that I may not, in any way misrepresent or misstate my occupation either before or during the taping of any program on which I may appear.
4. I am not a candidate for any public office and I agree not to accept any candidacy until after my appearance on the program.
5. You and others authorized by you shall have unlimited and perpetual rights worldwide to distribute and exploit the program in any and all media. However, it is understood that you are not obligated or required to broadcast or otherwise exploit the program.
6. I understand that it is a Federal offense, unless disclosed prior to telecast to you or to the station or network which telecast the program, to:
  - a. give or agree to give any member of the production staff, anyone associated in any manner or with the program or series, or any representative of the stations or network, anything of value for arranging for my appearance on the program.
  - b. accept or agree to accept anything of value to promote any product, service or venture on the air, or use any prepared material containing such a promotion where I know the writer thereof received consideration for it.
7. I hereby release you, Warner Bros., the broadcasters of the program, and your and their respective employees, agents, licensees and assigns, from any and all claims based upon references to me, or relating to my appearance as a witness in the arbitration or on the program.

NOTE: If signer is under 18 years of age,  
parent or guardian must also sign.

Very truly yours,

(Signature of parent or guardian)

(Signature)

### Presenting Your Case

The Key is clarity . You may want to prepare an outline (NOT A SPEECH) that covers the major points of your claim or defense. When Judge Milian asks questions listen carefully and respond. Don't ignore the question.

Typically, the judge decides cases in favor of the party who best proves his or her case. The following are examples of proof that will help you present an effective case:

1. Relevant documents, such as contracts, wills, apartment leases, receipts, and witness statements. If the document is lengthy, you may wish to highlight the portions you believe are relevant.
2. Photos and Home Videos. There's nothing more effective than presenting visual images that support your case. For example, a Plaintiff who says he suffered eye injuries should present photos of the affected area. The same goes for damage to property. Home videos can also be extremely helpful! Both sides are encouraged to use home video, however, because of time constraints, you must limit your presentation to ONE MINUTE of tape. Judge Milian reserves the right to view more or less than one minute in the interest of justice. Finally, make sure your video is cued up to the portion you want to play in court.
3. Witnesses. If a witness appears in court, the judge can evaluate his or her demeanor and ask follow-up questions that could make a difference in a case.
4. Diagrams. For example, if your case involves a car accident, you may wish to make a sketch of the accident scene and position of the cars. If you plan on using a diagram, speak with one of the producers before preparing it. We have several options that will make the diagram clear and effective.
5. Key Physical Evidence. If the case is about a broken chair, bring it to court. If it's about a wedding dress that just doesn't fit, bring it in. If the case is about damage or poor workmanship, it's usually helpful if the judge can get a close and personal look.

THE PEOPLE'S COURT

X CASE NO. 29-246

KELSEY JESSICA DEVOIS,

PLAINTIFF,

v.

MARC GOLDNER and GOLDEN  
BELL ENTERTAINMENT LLC,

DEFENDANTS.

X

DECISION AND ORDER

On or about October 8, 2019, plaintiff Kelsey Jessica Devois filed a Smalls Claims action against defendants Marc Goldner and Golden Bell Entertainment, LLC in the Civil Court of the State of New York, Nassau County District Court, Index No. SC-001989-19/HE (the "Small Claims Action") alleging the following:

"I signed a contract with Mr. Goldner 2 years ago on May 4, 2017. In the contract, it states he will pay me a minimum of \$500.00 USD in 2 years. This time has passed and he is refusing to pay. 2 demand letters from Feldman, Kramer & Monaco P.C. have been sent with no response. The contract is for a children's game that I developed that he wanted to manufacture. (The Recipe Game)."

On or about November 12, 2019, Kelsey Jessica Devois ("plaintiff"), Marc Goldner, Golden Bell Entertainment, LLC, Golden Bell Studios, LLC and Ralph Edwards/Stu Billett Productions ("The People's Court") entered into an Agreement to Arbitration whereby Kelsey Jessica Devois, Marc Goldner, Golden Bell Entertainment, LLC and Golden Bell Studios, LLC agreed to allow Ralph Edwards/Stu Billett Productions to arbitrate Ms. Devois's claim asserted in the Small Claims Action before an arbitrator (Marilyn Milian).

**On November 12, 2019, an arbitration proceeding of the claim asserted in the Small Claims Action occurred.**

At the conclusion of the arbitration proceeding, the arbitrator ruled that (1) Golden Bell Entertainment, LLC had breached paragraph 2(P) of the May 4, 2017 agreement with plaintiff Kelsey Jessica Devois (the "May 4, 2017 Agreement"), (2) plaintiff was entitled to \$500.00 plus court costs of \$22.00 as an arbitration award due to such breach and (3) all claims against defendant Marc Goldner were dismissed with prejudice (the "Arbitration Award"). The arbitrator also stated at the conclusion of the arbitration proceeding that the May 4, 2017 Agreement was now terminated.

This was consistent with the evidence presented by the litigants including an email from Marc Goldner to Kelsey Devois dated May 22, 2019 at 8:34pm in which Mr. Goldner wrote, "Yeah we're going to be terminating."

After the issuance of the Arbitration Award, Mr. Goldner wrote a series of emails to The People's Court alleging that the Arbitration Award was incorrectly decided (see, e.g., email dated November 13, 2019 at 15:15, email dated November 21, 2019 at 11:39am, and email dated November 27, 2019 at 12:50pm). Mr. Goldner has been informed of his right to submit a formal motion for reconsideration of the Arbitration Award but Mr. Goldner has declined to do so. Nevertheless, the arbitrator shall treat Mr. Goldner's post-award emails as a motion for reconsideration of the Arbitration Award. (See, e.g., Fed.R.Civ.Proc. 59(e) - motion for reconsideration; Fed.R.Civ.Proc. 60(b) - motion for relief from a judgment or order; NY CPLR 2221(d)(2) - motion to reargue; NY CPLR 5015(a)(4) - post-judgment motion to modify judgment or order).

Upon reviewing defendants' request for reconsideration of Arbitration Award issued on November 12, 2019 in connection with the above-captioned matter, IT IS HEREBY ORDERED that the People's Court clarifies its decision as follows:

1. Given that the plaintiff only sued for damages of \$500 under paragraph 2 (p) of the contract, the court hereby retracts any ruling regarding whether the Defendant has forfeited the rights to the Plaintiff's game. Upon further review, the scope of this arbitration .

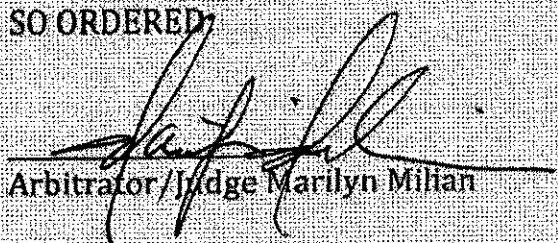
proceeding is limited to the claim alleged in the Small Claims Action, which did not seek a ruling on this issue. The court does note that the defendant, both (i) by breaching the May 4, 2017 Agreement by refusing to pay the contractually obligated \$500 and (ii) by its May 22, 2019 email stating that "we're going to be terminating", appears to have in fact sealed its fate to forfeit said rights should the plaintiff seek to address this issue in another court.

Any reference during the arbitration proceeding by the court to (1) termination of the May 4, 2017 Agreement or (2) any change in copyright ownership in the card game at issue due to defendant's breach of said agreement shall be stricken from any broadcast of the arbitration proceeding.

2. The People's Court has reviewed all the other issues raised in Mr. Goldner's post-award emails and finds them without merit and declines to further clarify or amend the Arbitration Award.

Dated: December 9, 2019

SO ORDERED,

  
Arbitrator/Judge Marilyn Milian

Cover Letter for EMERGENCY Application for Injunction

To whom it may concern at this Honorable Court,

I write to you with an emergency application for a temporary injunction to prevent an episode of The People's Court from airing. In this Pro Se action I will walk you through the causes of action that led to this injunction being filed, the statement of facts, numerous exhibits, and a prayer for relief.

The urgency for this application is because the episode is due to air on April 10, 2020, and I was never notified by the Defendants of this pending date. I have since been defamed, publicly exposed when I was told that my name would remain private, have had numerous death threats made, hate crimes actioned against me, and my reputation has been tarnished.

The various defendants are all aware of the hardships that I've faced and have done nothing but attempt to bully me into submission with their swarm of attorneys and firms they have hid behind over the past several months.

This Honorable Court was chosen to hear this case because of a contract that exists between the parties that bind us to New York. This complaint maintains federal jurisdiction due to the amount in controversy exceeding \$75,000 and the domiciles of the defendants differing from myself, the Pro Se Plaintiff. In addition, we raise an issue of Federal Question that only this Honorable Court may hear before them.

I pray that Your Honor will grant this temporary injunction while I have the additional time to seek legal counsel to bring about a suit for Defamation, Breach of Contract, Unjust Enrichment, Fraudulent Inducement, Fraud, amongst other causes of action against these varied defendants that include Warner Brothers, several of their affiliates, and legal counsels.

Respectfully Yours,

Marc Goldner

Marc Goldfarb  
1022 Bonaventure  
Suite 342  
West Hartford  
CT 06119

EMERGENCY  
APPLICATION!!!

PLEASE HELP!

THANK YOU!!!!!!  
FOR  
INJUNCTION  
URGENT!!!

Pro - se Intake Unit

500 Pearl St.  
NY, NY 10007

INJUNCTION  
URGENT!!!